



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ROBERT G. LUNA, SHERIFF



September 29, 2026

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

Dear Supervisors:

**APPROVAL OF CONTRACT WITH NEC CORPORATION OF
AMERICA FOR A REGIONAL PHOTO SYSTEM
(ALL DISTRICTS) (3 VOTES)**

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

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval and execution of a contract (Contract) with NEC Corporation of America (NEC) for the provision and maintenance of the Regional Photo System (RPS) for the Department's Data Systems Bureau, which will house the County's electronic mugshot data repository.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board to execute the attached Contract with NEC for the implementation of the RPS, and for an initial Contract term of six years commencing upon the County's final acceptance of the RPS, with the option to extend for four additional one-year option periods, for a maximum term of 10 years, and a maximum contract sum of \$17,095,044.00, over the potential ten-year term.

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

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2. Delegate authority to the Sheriff, or his authorized designee, to execute change notices and amendments to the Contract, as set forth in the Contract, in order to:
(1) add and/or update standard County contract provisions adopted by the Board,
(2) exercise option periods, (3) effectuate the assignment and delegation/mergers or acquisitions provision, (4) effectuate modifications that do not materially affect the term of the Contract, (5) engage NEC to provide necessary Optional Work using available Pool Dollars, with concurrence of the County's Office of the Chief Information Officer (OCIO), the Department's Office of Technology Planning (OTP), and approval as to form by County Counsel, and (6) terminate the Contract, either in whole or in part, by the provision of a 30-day written notice if it is in the best interest of the County, or as otherwise allowed under the Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Los Angeles County Regional Identification System (LACRIS), which is part of the California State-codified program for regional biometric-based identification, manages the Department's existing digital mugshot system known as the Los Angeles Photo Manager (LAPH) system, which is used by over 60 law enforcement agencies within the County. Under the proposed Contract, NEC will implement the RPS to replace all the components and functionalities of the County's current LAPH and California Facial Recognition InterConnect systems, plus additional modern functionalities and features. The RPS will reside in a secure cloud environment and serve as the County's electronic mugshot data repository. The RPS, like its predecessor LAPH, will function as a 'business-critical' component of LACRIS and the law enforcement agencies it serves, including the Department.

LACRIS provides biometric identification services to the Department, the Los Angeles Police Department, and over 60 other participating local law enforcement agencies within the County. Law enforcement professionals will use the RPS as an investigative tool to match subject photos against existing criminal booking photos. The RPS may also be used for virtual suspect line-ups, matching scars, marks, and tattoos, tracking unresolved subject photos in watchlists, and creating "Be-On-the-Lookout" posters.

Implementation of Strategic Plan Goals

The recommended actions support the County Strategic Plan's North Star 2: Foster Vibrant and Resilient Communities; Focus Area Goal C: Public Safety: Enhance the safety of the public and our communities by addressing the risks, danger, harm, and conditions that cause, drive, or can help mitigate unlawful activity and crime and supports law enforcement accountability and transparency; by replacing the County's

digital mugshot system with a modern and enhanced solution, which will increase both efficiency and accuracy in the use of biometric-based identification.

FISCAL IMPACT/FINANCING

On January 22, 2026, the Remote Access Network Board, which is the governing board of LACRIS, approved Automated Fingerprint Identification System funding for the proposed Contract for the entire term of the Contract, including the optional extension periods and the Pool Dollars for Optional Work, for a total amount not to exceed \$18,000,000. There will be no Net County Costs incurred for the proposed Contract. All funding comes from the State pursuant to codifications in the Penal Code and the Vehicle Code.

The Contract costs are as follows:

One-time Implementation (Deliverables):	\$3,100,380.00
Virtual Hardware / Software:	\$2,162,130.00
Post-implementation Maintenance and Support (Ten Years):	\$8,983,360.00
Contract Sum:	\$14,245,870.00
Pool Dollars for Optional Work (20%):	\$2,849,174.00
Maximum Contract Sum:	\$17,095,044.00

The allocation of Pool Dollars will be used by the County to procure as-needed "Optional Work" throughout the term of the Contract to cover professional services in the event of unforeseen emergencies or future changes needed to meet performance requirements.

The proposed Contract also includes a 20 percent payment "Holdback" for each of the 27 deliverables accepted by the County during implementation. All Holdbacks will be due and payable to NEC only upon the County's formal "Final System Acceptance." Maintenance and Support fees will be paid quarterly and in arrears.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

NEC is in compliance with all Board and CEO requirements.

The CEO's Risk Management Branch has reviewed and concurs with the provisions relating to insurance and indemnification.

In compliance with Board Policy 6.020, Chief Information Office Board Letter Approval, the OCIO reviewed the information technology (IT) components (management, design,

development, acquisition, expansion, or purchase of IT systems and/or related services) of this request and recommends approval. The OCIO has reviewed the proposed Contract and Board letter and recommends approval of these actions. The CIO analysis is attached (Attachment I).

County Counsel has reviewed and approved the Contract as to form.

CONTRACTING PROCESS

On February 16, 2024, the Department released Request for Proposals (RFP) Number 582-SH for a replacement digital mugshot system. The Department received four proposals in response to the RFP.

The evaluation committee comprised various subject matter experts from the Department and the County. The committee independently reviewed and scored the proposals based on predefined evaluation criteria in accordance with the Board's informed averaging guidelines. Areas of evaluation included proposer's experience and capability, technical review, management approach, proposed solution's functionality, and cost.

After completing the evaluation process, it was determined that NEC was the highest scoring qualified proposer and contract negotiations were successfully completed. Therefore, it is recommended that the Board approve the proposed Contract and the requested delegations.

The proposed Contract includes language to allow other public law enforcement/public safety agencies to purchase products or services defined in the Contract under the same terms and conditions as the County, subject to any applicable local purchasing ordinances and laws of the State of California.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these actions will ensure continued mission-critical services to the Department and LACRIS law enforcement agency members within the County.

The Honorable Board of Supervisors
September 29, 2026
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CONCLUSION

Upon approval by the Board, please return one copy of the adopted Board letter and two original executed copies of the Contract to the Department's Contracts Unit.

Sincerely,



ROBERT G. LUNA
SHERIFF

Reviewed by:



PETER LOO
CHIEF INFORMATION OFFICER



Peter Loo
CHIEF INFORMATION OFFICER

CIO ANALYSIS

BOARD AGENDA DATE:

9/15/2026

SUBJECT:

**APPROVAL OF CONTRACT WITH NEC CORPORATION OF AMERICA FOR A
REGIONAL PHOTO SYSTEM**

CONTRACT TYPE:

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

SUMMARY:

Description:

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval and execution of a contract (Contract) with NEC Corporation of America (NEC) for the provision and maintenance of the Regional Photo System (RPS). Under the proposed Contract, NEC will implement the RPS to replace all the components and functionalities of the County's current LAPH and California Facial Recognition InterConnect systems. NEC was selected as the highest qualified vendor from a competitive solicitation.

On January 22, 2026, the Remote Access Network Board, which is the governing board of LACRIS, approved Automated Fingerprint Identification System funding for the proposed Contract for the entire term of the Contract, including the optional extension periods and the Pool Dollars for Optional Work, for a total amount not to exceed \$18,000,000.

Contract Amount: \$17,095,044

FINANCIAL ANALYSIS:

Contract costs:

One-time costs

Implementation.....	\$	3,100,380
Hardware and software	\$	2,,162,130

Ongoing costs:

Maintenance & Support (10 years)	\$	8,983,360
Pool Dollars.....	\$	2,849,174

Total costs: \$ 17,095,044

RISKS:

1. **Quality of Services:**

The contract includes a Service Level Agreement that specifies system performance and availability requirements to support law enforcement operations.

2. **Project Management and Governance:** The County's Office of the CIO recommends strong project governance practices and a dedicated Project Manager to adhere to schedule, budget and scope, and to manage vendor practices. Based on the SOW, the Contractor will provide a Project Manager and Project Director and utilize a Quality Control Plan to ensure consistently high level of services throughout the term of the Contract. LASD will also assign a Project Manager and Project Director.

3. **Information Security:** The County's Office of the Chief Information Security Officer (OCISO) reviewed the security components of this Contract and did not identify any issues. The OCISO also confirmed that the Contract contains the latest approved Information Security and Privacy Requirements Exhibit. The contract also includes Departmental Security Requirements that include additional security requirements for law enforcement systems.

4. **Contract Risks:** No Contract risks were identified. The Contract contains all Board required terms and conditions and approved to form by County Counsel.

PREPARED BY:

(NAME) CHIEF INFORMATION OFFICER

DATE

APPROVED:



9/3/2026

PETER LOO, CHIEF INFORMATION OFFICER

DATE



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

NEC CORPORATION OF AMERICA

FOR

REGIONAL PHOTO SYSTEM (RPS) SOLUTION

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- G Intentionally Omitted
- H Contract Discrepancy Report
- I Invoice Discrepancy Report
- J Third Party Software License

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
NEC CORPORATION OF AMERICA
FOR
REGIONAL PHOTO SYSTEM (RPS) SOLUTION**

This Contract (Contract) made and entered into this ____ day of _____, 20____ by and between the County of Los Angeles (County) on behalf of its Sheriff's Department (Department) and NEC Corporation of America (Contractor). Contractor is located at 5205 North O'Connor Blvd, Suite 400, Irving, TX 75039.

RECITALS

WHEREAS, Contractor is qualified by reason of experience, preparation, equipment, organization, qualifications and staffing to provide to the County the Work contemplated by this Contract; and

WHEREAS, the County is authorized by, inter alia, California Government Code sections 26227 and 31000 to contract for goods and services, including the Work contemplated herein; and

WHEREAS, the County issued a Request for Proposals (RFP) for the provision, implementation, maintenance and support of a Regional Photo System (RPS or System) solution (Solution or RPS Solution) for the Los Angeles County Sheriff's Department (Department); and

WHEREAS, Contractor has submitted a proposal to the County for the provision, implementation, maintenance and support of the RPS Solution, based on which Contractor has been selected for recommendation for award of this Contract.

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E1, E2, F1, F2, F3, G, H, I and J are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any Task, Deliverable, goods, Service, or other Work, or otherwise between the base Contract and the Exhibits, or between Exhibits and Attachments, such conflict or inconsistency will be resolved by giving precedence first to the

terms and conditions of the Contract and then to the Exhibits and Attachments according to the following priority.

Standard Exhibits (Priority List):

Exhibit A – Statement of Work

Exhibit B – Solution Requirements

Exhibit C – Service Level Agreement

Exhibit D – Pricing Schedule

Exhibit E1 - County's Administration

Exhibit E2 - Contractor's Administration

Exhibit F1, F2, F3 - Forms Required at the Time of Contract Execution

Exhibit G – Intentionally Omitted

Exhibit H – Contract Discrepancy Report

Exhibit I – Invoice Discrepancy Report

Exhibit J – Third Party Software License

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 10.3 (Amendments), below, and signed by authorized representatives of both parties. Notwithstanding the foregoing, the parties must perform a gap analysis of Exhibit B (Solution Requirements). To the extent gaps are identified, Contractor reserves the right to request an amendment to the Contract, and the County agrees, in good faith, to amend Exhibit B (Solution Requirements) to reflect and address such gaps.

2.0 DEFINITIONS

2.1 Standard Definitions:

The terms and phrases in this Paragraph 2.1, whether singular or plural, are listed for convenience and reference only; they are not intended to define the scope of any provision thereof. The following words as used herein and throughout will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1.1 Acceptance: The County's written approval of any Tasks, subtasks, Deliverables, goods, Services or other Work, including Acceptance Tests and any work orders, provided by Contractor to the County pursuant to this Contract.
- 2.1.2 Acceptance Criteria: Criteria for the County's Acceptance of Contractor's Work under this Contract, including any work orders executed hereunder.
- 2.1.3 Acceptance Test: Has the meaning set forth in Paragraph 12.1 (Acceptance Tests) of this Contract.

- 2.1.4 Additional Products: Additional components of System Software, System Hardware, and related Documentation that Contractor may provide upon the County's request therefor in accordance with Paragraph 3.3.4 (Optional Work) of this Contract, for the System to meet existing or future Solution Requirements specified by the County, which will update Schedule D.1 (Optional Work Schedule) to Exhibit D (Pricing Schedule). Once accepted and approved by the County, Additional Products will become part of, and be deemed, the Solution (as defined herein below) for the purpose of this Contract.
- 2.1.5 Amendment: A written instrument prepared and executed by the authorized representatives of the parties, which revises and/or adds terms and conditions to this Contract affecting the scope of Work, Term, payments or any term or condition. All Amendments must be approved and executed by the parties in accordance with Paragraph 10.0 (Change Notices and Amendments) of this Contract.
- 2.1.6 Application Modifications: Programming, Programming Modifications, Replacement Products, Software Updates, and any Additional Products that may be provided by Contractor to the County under this Contract. Once accepted and approved by the County, Application Modifications will become part of, and be deemed, Application Software for the purpose of this Contract.
- 2.1.7 Application Software (Regional Photo System or RPS): The Baseline Software, Application Modifications, Replacement Products and as applicable, any Third-Party Software provided therefor, and/or all Documentation thereto, having achieved Final Acceptance, and any other software that Contractor licenses, develops, provides, implements, maintains, and/or supports in accordance with the requirements under this Contract.
- 2.1.8 Baseline Software: The commercially available version(s) of Contractor's proprietary software, related Documentation, and any updates, enhancements, or new versions commercially released during Solution Implementation, which Contractor must modify and implement as part of Solution Implementation to meet some or all Solution Requirements.
- 2.1.9 Business Day: Any day of eight working hours from 8:00 a.m. to 5:00 p.m. Pacific Time (PT), Monday through Friday, excluding County-observed holidays.
- 2.1.10 Change Notice: A written instrument prepared and executed by County Project Manager identifying any change requested by the County and or Contractor, including for acquisition of Optional Work using Pool Dollars, which does not affect the scope of work, Term, payments or any term or condition of this Contract. Any Change Notice must be executed and delivered in accordance with Paragraph 10.0 (Change Notices and Amendments) of this Contract.

- 2.1.11 Client Environment: The computers, including all workstations, equipment, devices and peripherals together with all associated Operating Software and Application Software connected to the Production Environment for accessing and using the Solution, including all associated System Hardware and System Software.
- 2.1.12 Configurations: The modifications to, or functional arrangement of, data within the Application Software and related Documentation that may be provided by Contractor to the County during Solution Implementation or as part of Optional Work for the Solution to meet existing or future Solution Requirements specified by the County.
- 2.1.13 Contract Sum: The total monetary amount authorized to be payable by the County to Contractor under this Contract, as set forth in Paragraph 6.0 (Contract Sum) of this Contract. The Contract Sum cannot be adjusted for any costs or expenses whatsoever by Contractor.
- 2.1.14 Contract: This agreement executed between the County and Contractor. Included are all supplemental agreements amending or extending the Service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all Tasks, Deliverables, Services and other Work.
- 2.1.15 Contractor: The legal entity that has entered into an agreement with the County to perform or execute the Work covered by this Contract.
- 2.1.16 Contractor Project Director: The person designated by Contractor responsible for Contractor's performance of all Work and ensuring compliance with this Contract.
- 2.1.17 Contractor Project Manager: The person designated by Contractor to administer the Contract operations under this Contract.
- 2.1.18 County Materials: Has the meaning set forth in Paragraph 90.1 (County Materials) of this Contract.
- 2.1.19 County Project Director: The person designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by County Project Manager. All references here forward to County Project Director will mean, "County Project Director or his/her authorized designee."
- 2.1.20 County Project Manager: The person designated by County Project Director to manage the operations under this Contract. All references here forward to County Project Manager will mean, "County Project Manager or his/her authorized designee."
- 2.1.21 Customizations: Same as Programming or Programming Modifications made to the Baseline Software, including related Documentation, and which are provided by Contractor upon the County's request as part of Solution Implementation or Optional Work for the Solution to meet existing or future Solution Requirements specified by the County. Once accepted and

approved by the County, Customizations will become part of, and be deemed, Application Software for the purpose of this Contract.

2.1.22 Data Conversion: Tasks and Deliverables associated with the conversion of the County's existing data as part of Solution Implementation Services, as further specified in Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work).

2.1.23 Day(s): Calendar day(s) unless otherwise specified.

2.1.24 Deficiency; Deficiencies; Defect(s): Any malfunction, error or defect in the design, development, implementation, materials, and/or workmanship; any failure to meet or comply with or deviation from Solution Requirements, Specifications, County approved Deliverables, any published and/or mutually agreed upon standards or any other representations or warranties by Contractor under this Contract regarding the Solution; and/or any other problem which results in the Solution, or any component thereof, not performing in compliance with the provisions of this Contract, including, but not limited to, the Specifications and Solution Requirements.

2.1.25 Deficiency Credits: Credits or any other form of discount to be applied to the applicable Service Fees for Contractor's failure to correct a Solution Deficiency within a prescribed period, including, but not limited to, Unscheduled Downtime or any Solution Performance Deficiency, as further specified in Exhibit C (Service Level Agreement) to this Contract.

2.1.26 Deliverable: Items and/or Services provided or to be provided by Contractor under this Contract, including any of the numbered Deliverables set forth in Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work).

2.1.27 Disaster: A catastrophic event that results in significant or potentially significant Unscheduled Downtime or disruption of the Production Environment and requires Contractor to provide Disaster Recovery as specified in Exhibit C (Service Level Agreement) and/or Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work).

2.1.28 Disabling Device: Any device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", "key lock", "worm", "back door" or "Trojan Horse" device or program, or any disabling code, which has the potential or capability of compromising the security of the County's confidential or proprietary information; or of causing any unplanned interruption of; or accessibility of the Solution or any component to the County or any User, or which could alter, destroy or inhibit the use of the Solution or any component, or the data as further specified in Paragraph 13.1 (General Warranties) of this Contract.

2.1.29 Documentation: Any and all written and electronic materials provided or made available by Contractor under this Contract, including, but not limited to, documentation relating to software and hardware specifications and functions, training course materials, specifications including Solution Requirements, technical manuals, handbooks, flow charts, technical

information, reference materials, user manuals, operating manuals, quick reference guides, FAQs, and all other instructions and reference materials relating to the capabilities, operation, installation and use of the Solution and/or applicable components. Documentation in electronic form must be in Software formats acceptable to the County.

- 2.1.30 Final Acceptance: The County's Acceptance of full Solution Implementation consistent with the Solution Requirements hereunder as evidenced by the County's written approval in accordance with the terms of this Contract of the designated Deliverable under Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work).
- 2.1.31 Fiscal Year: The 12-month period beginning July 1st and ending the following June 30th.
- 2.1.32 Go-Live or "Production Cutover": The cutover of the Solution to the Production Environment pursuant to Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work).
- 2.1.33 Hardware Upgrade: Any addition to, or replacement of, any component of the Solution Hardware available or made available after the initial Go-Live of the Solution, in order to comply with the Solution Requirements, Solution Performance Requirements, Exhibit C (Service Level Agreement), Exhibit A (Statement of Work), Attachment A.1 (Tasks and Deliverables) and/or any of the specifications set forth in this Contract.
- 2.1.34 Holdback: Has the meaning set forth in Paragraph 7.1.7 (Holdback) of this Contract.
- 2.1.35 Hold Point: Any item identified as requiring resolution during review, evaluation, or testing of Tasks, Subtasks, or Deliverables under Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work) prior to Final Acceptance that, at the reasonable determination of County Project Manager after consulting with Contractor, materially impacts the System's ability to meet Final Acceptance criteria, Solution Requirements, or security and data integrity obligations under this Contract. Hold Point(s) must be resolved by Contractor prior to Final Acceptance.
- 2.1.36 Implementation Period: The period from the effective date of this Contract through the Solution's Final Acceptance by the County.
- 2.1.37 Interface: The set of software mechanisms used for the transfer of electronic data and/or software commands among and between computer systems including the Solution and any interfaced system, networks, applications, modules and Users, and related Documentation, previously provided or to be provided by Contractor to the County during the entire Term of this Contract as part of Solution Implementation or Optional Work.
- 2.1.38 License: The terms and conditions granting the County and its Users rights to use the Application Software licensed by Contractor under this Contract as specified in Paragraph 11.2 (License) of this Contract.

- 2.1.39 Licensed Software: The Application Software licensed by Contractor to the County under this Contract, and related Documentation, including any pre-developed or newly developed software and other tools, Replacements Products, and any additional software.
- 2.1.40 Maintenance Period: The period from Final Acceptance through the end of the Term of the Contract.
- 2.1.41 Maximum Fixed Price: The maximum amount to be paid by the County to Contractor for any Optional Work approved by the County to be provided by Contractor in accordance Paragraph 3.3.4 (Optional Work) of this Contract.
- 2.1.42 Non-Hold Point: Any item identified as requiring resolution during review, evaluation, or testing of Tasks, Subtasks, or Deliverables under Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work) prior to Final Acceptance that does not meet the threshold of a Hold Point as defined herein, and which will not prevent project advancement to the next Task or phase.
- 2.1.43 Operating Software: Includes the operating and database software and other products which are necessary and must be provided by Contractor or the County as part of the Solution Environment.
- 2.1.44 Maintenance & Support (M&S): Maintenance Services and Support Services provided by Contractor in accordance with this Contract, as further specified in Exhibit A (Statement of Work), Attachment A.1 (Tasks and Deliverables) and Exhibit C (Service Level Agreement).
- 2.1.45 Optional Work: Programming Modifications, Professional Services and/or Additional Products that may be provided by Contractor to the County throughout the entire Term of this Contract upon the County's request and approval in accordance with Paragraph 3.3.4 (Optional Work) and identified appropriately in Schedule D.1 (Optional Work Schedule) to Exhibit D (Pricing Schedule).
- 2.1.46 Performance Deficiency: The Solution not meeting any one of the Solution Performance Requirements set forth in Exhibit C (Service Level Agreement) and/or Attachment C.5 (Solution Response Time Requirements) to Exhibit C (Service Level Agreement).
- 2.1.47 Pool Dollars: The amount allocated under this Contract for the provision by Contractor of Optional Work throughout the entire Term of this Contract.
- 2.1.48 Production Cutover or "Go-Live": The cutover of the Solution to the Production Environment pursuant to Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work).
- 2.1.49 Production Environment: The Solution Environment set up by Contractor as part of Solution Implementation pursuant to Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work), for Production Use of the Solution.

- 2.1.50 Production; Production Use: The actual use of the Solution by the County and its Users for the performance of their operations commencing upon Production Cutover.
- 2.1.51 Professional Services: Includes training, consulting Services, programming and/or other Services requiring professional expertise that Contractor may provide upon the County's request in the form of Optional Work in accordance with Paragraph 3.3.4 (Optional Work) of this Contract.
- 2.1.52 Programming Modifications: Modifications to Application Software, including Configurations, Customizations and Interfaces, and related Documentation that Contractor will provide throughout the entire Term of this Contract, upon the County's election, for the Solution to meet existing or future Requirements specified by the County or other governing bodies. Once accepted and approved by the County, all Programming Modifications will become part of, and be deemed, Application Software for the purpose of this Contract.
- 2.1.53 Project: The implementation, maintenance and support for the Solution, and any other related Work provided by Contractor in accordance with the terms of this Contract.
- 2.1.54 Regional Photo System: ("RPS" or "Application Software").
- 2.1.55 Replacement Product: Any software or maintained hardware product for which Contractor may replace any or all components of the Licensed Software or hardware during the Term of this Contract, as further specified in Paragraph 13.4 (Continuous Product Support) of this Contract.
- 2.1.56 Service Fees: Includes the fees to be paid by the County to Contractor for the provision of M&S Services under this Contract in accordance with the terms of this Contract, including Exhibit C (Service Level Agreement) to this Contract.
- 2.1.57 Service Levels: Contractor's Service obligations to the County during Production Use of the Solution as specified in Exhibit C (Service Level Agreement) to this Contract.
- 2.1.58 Services: Services related to Solution Implementation, M&S, any Services that are part of Optional Work, and any other Services that may be provided by Contractor under this Contract.
- 2.1.59 Software Updates: Includes any additions to and/or replacements to the Solution Software, available or made available subsequent to the first Go-Live of the Solution, and will include all Application Software and firmware performance and functionality enhancement releases, new Version Releases, Solution Software upgrades, improvements, interim updates, including fixes and patches, Deficiency corrections, and any other modifications to the Application Software, including, but not limited to, those required for the Solution to remain in compliance with applicable federal and state laws and regulations and the terms of this Contract, provided by Contractor in accordance with Exhibit A (Statement of Work) and Exhibit C

(Service Level Agreement) to this Contract, with all respective Attachments and Schedules thereto.

- 2.1.60 Solution: The combination of the software, hardware, and tools which comprise the Solution Environment, provided by Contractor to the County to meet the Solution Requirements.
- 2.1.61 Solution Availability: During any calendar month wherein, the Solution is not experiencing Scheduled or Unscheduled Downtime, as described in Exhibit C (Service Level Agreement) to this Contract.
- 2.1.62 Solution Environment: The architectural and operational environment(s) (whether cloud-based and/or Contractor-installed County-owned hardware) for the Solution provided by Contractor to the County as part of the Solution, and related Documentation, which includes, but is not limited to, the Production Environment, Test Environment, and Client Environment.
- 2.1.63 Solution Hardware: All hardware that is part of the Solution and provided by Contractor to the County pursuant to this Contract, and related Documentation, all of which is provided, maintained, and supported by Contractor under this Contract.
- 2.1.64 Solution Implementation: All goods and Services for implementing the Solution, including, but not limited to, Solution Environment setup, installation of the System Hardware, Licenses for Solution Software, installation of Solution Software, Solution Migration and Data Conversion, Acceptance Tests, training and any other Work to be provided by Contractor as part of the Solution Implementation pursuant to Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work), in order to meet the requirements of this Contract up to and including Final Acceptance.
- 2.1.65 Solution Migration: Tasks and Deliverables associated with the migration from the County's existing systems to the Solution, as further specified in Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work).
- 2.1.66 Solution Requirements: The "Requirements" as listed in Exhibit B (Solution Requirements) to this Contract.
- 2.1.67 Solution Software: All System Software and firmware that is part of the Solution provided by Contractor pursuant to this Contract, and related Documentation, including Application Software and Operating Software.
- 2.1.68 Statement of Work: The directions, provisions, and requirements provided herein as Exhibit A (Statement of Work), and special provisions herein and therein pertaining to the method, frequency, manner, and place of performing the Services described in the Contract.
- 2.1.69 Subcontract: An agreement between a contractor and a 3rd party to provide goods and/or Services to fulfill this Contract.
- 2.1.70 Subcontractor: Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, and/or materials to Contractor in furtherance

of Contractor's performance of this Contract, at any tier, under oral or written agreement.

- 2.1.71 System: The hardware, software and data comprising the Solution (whether cloud-based and/or Contractor-installed County-owned hardware), including, but not limited to, the System Hardware, System Software and System data, provided by Contractor or the County in accordance with the terms of this Contract.
- 2.1.72 System Hardware: All computer servers, networking equipment, connectivity hardware, and storage racks as applicable, and any related Documentation, provided by Contractor or the County for the Solution.
- 2.1.73 System Software: All Application Software and Operating Software, and related Documentation, provided by Contractor to the County as part of the Solution and residing in the Solution Environment, and does not include the firmware.
- 2.1.74 Task; Subtask: One of the areas of work to be performed under this Contract, including those enumerated as Tasks and Subtasks in Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work).
- 2.1.75 Technology Refresh: Has the meaning set forth in Paragraph 3.5 (Technology Refresh) to this Contract.
- 2.1.76 Term: Has the meaning set forth in Paragraph 5.0 (Term of Contract) of this Contract.
- 2.1.77 Test Environment: The component of the Solution Environment set up by Contractor as part of Solution Implementation Services pursuant to Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work), for non-Production Use of the Solution, including software development, installation, testing of software and Interfaces, and training.
- 2.1.78 Third-Party Software: Any software of third parties that may be provided, maintained and/or supported by Contractor under this Contract as part of the Solution, including Application Software and Operating Software provided by third parties.
- 2.1.79 Unscheduled Downtime: The period during which a Solution component cannot be accessed due to a Deficiency, as further specified in Exhibit A (Statement of Work) and/or Exhibit C (Service Level Agreement) to this Contract.
- 2.1.80 User: Any person authorized by the County to access or use the Solution in accordance with this Contract.
- 2.1.81 Version Release: Contractor's Application Software major version upgrade which may contain new software functionalities and features and/or System compatibilities.
- 2.1.82 Warranty Period: Has the meaning set forth in Paragraph 7.17 (Solution Warranty Period) of Appendix A (Statement of Work).

2.1.83 Work: 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 Solution components, Solution Implementation Services, M&S Services, and Optional Work.

2.1.84 Work Product: Any intellectual property, including concepts, ideas, methods, methodologies, procedures, processes, know-hows, techniques, inventions, analysis frameworks, software, models, Documentation, templates, User Interfaces and screen designs, utilities, routines, and tools, that was developed by Contractor prior to performance or independent of this Contract, as further specified in Paragraph 11.1.4 (Work Product) of this Contract.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, Contractor must fully perform, complete, and deliver on time, all Tasks, Deliverables, Services and other Work as set forth in herein.

3.2 If Contractor provides any Tasks, Deliverables, goods, Services, or other Work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of Contractor, and Contractor will have no claim whatsoever against the County.

3.3 Scope of Work

3.3.1 Solution Components

Contractor must provide to the County: i) Licenses to all Solution Software provided hereunder, Third-Party Software, Application Software, and Operating Software, and ii) ownership of, and other proprietary rights to, all Solution Hardware, including, but not limited to, System Hardware and Hardware Upgrades, all as necessary for the Solution to meet all Solution Requirements and the Specifications under this Contract as such may be revised during the Term of this Contract, and in accordance with the provisions of Paragraph 11.0 (Ownership and License) of this Contract.

3.3.2 Implementation

Contractor must provide Solution Implementation Services, including, but not limited to, System Environment setup, software installation, Programming Modifications, Data Conversion, testing, training, Cloud-based hosting services, direct network connectivity to the County's data center, and any other Services through Final Acceptance of the Solution, as required for the successful implementation of the Solution and specified in Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work), and elsewhere in this Contract.

3.3.3 Maintenance and Support (M&S)

Contractor must provide to the County M&S in accordance with this Contract, Exhibit C (Service Level Agreement), Exhibit A (Statement of Work), and all Attachments thereto. M&S Support obligations will commence upon the Go

Live and will continue through the Warranty Period, through Final Acceptance of the Solution, and until the termination or expiration of this Contract.

3.3.4 Optional Work

Upon the County's written request and execution of a Change Notice pursuant to the terms of this Contract, Contractor must provide Optional Work, including Programming Modifications, Additional Products, Training, and/or hardware installation and configurations Services, in accordance with this Paragraph 3.3.4 and Exhibit A (Statement of Work) to this Contract. Programming Modifications and Additional Products, and training will only include those products and services relating to the requirements which were not reflected in the Specifications and/or Solution Requirements on the effective date, as determined by County Project Director and Contractor. Future hardware purchases, installation, and configuration services for the six-year anniversary Technology Refresh (see Paragraph 3.5 below) must be delivered by Contractor as Optional Work pursuant to an executed Change Notice.

Notwithstanding the above, any programming gaps that are discovered during implementation that were not identified by Contractor as part of their proposal submission must be remedied by Contractor and will not be considered Optional Work.

Upon the County's request and Contractor's concurrence to provide the Optional Work, Contractor must provide to the County within ten Business Days of such request, or such longer period as agreed to by the parties, a proposed work order including, if necessary, any supporting documentation, and a quote for a Maximum Fixed Price calculated in accordance with the applicable fixed hourly rate set forth in Exhibit D (Pricing Schedule) to this Contract. Contractor's quotation will be valid for a minimum of 90 Days from submission. Contractor must commence the Optional Work following agreement by the parties with respect to such scope of Optional Work and the Maximum Fixed Price, utilizing a Change Notice pursuant to Paragraph 10.0 (Change Notices and Amendments) of this Contract. Upon completion of Optional Work by Contractor, and approval by the County in accordance with the terms of this Contract, Schedule D.1 (Optional Work Schedule) to Exhibit D (Pricing Schedule) will be updated accordingly to add the items of such completed and approved Optional Work.

Upon completion by Contractor and approval by the County of Optional Work:

- i) any Programming Modifications and/or Additional Products provided by Contractor in the form of Optional Work will become part of and be incorporated into the Solution;
- ii) additional/new Solution Hardware will become part of and be incorporated into the Solution Environment; and
- iii) the Solution Requirements and specifications will be updated to include the new and/or updated requirements, specifications, and/or Additional Products, as applicable, as a result of such Optional Work.

Optional Work may be performed by Contractor: i) at no additional cost to the County as part of Solution Implementation or M&S, or ii) at the applicable pricing terms set forth in Exhibit D (Pricing Schedule) to this Contract, payable by the County utilizing Pool Dollars. Absent an Amendment in accordance with Paragraph 10.0 (Change Notices and Amendments), the Pool Dollars are the aggregate amount available during the Term of this Contract for Optional Work.

Delivered products resulting from Optional Work provided by Contractor will not increase M&S fees under this Contract. Reoccurring costs, such as M&S and cloud utilization, for Optional Work, shall be priced into the change notice at a firm fixed price and shall be paid upon completion per section 7.0 of this Contract.

Any Change Notice and resultant work order executed pursuant to this Paragraph 3.3.4 prior to the expiration of this Contract, will survive this Contract as though this Contract remained in full force and effect. The expiration of this Contract will not relieve Contractor of its obligation to perform Optional Work resulting from such work order.

3.4 Addition And Deletion of Hardware

- 3.4.1 Contractor agrees that any addition or deletion of hardware in Attachment A.4 (Hardware-Software Delivery List and Specification Sheet) to Exhibit A (Statement of Work) before completion of Solution Implementation [refer to Deliverable 13.4 (Final Acceptance Certificate) of Attachment A.1 (Tasks and Deliverables)], as solely determined by County Project Manager, requires a Change Notice. Any added hardware must be invoiced at the equipment unit prices stated in Exhibit D (Pricing Schedule) to this Contract.
- 3.4.2 Contractor agrees that any addition or deletion of hardware in Attachment A.4 (Hardware and Software Delivery List and Specification Sheet) to Exhibit A (Statement of Work) after RPS Solution Acceptance [refer to Deliverable 13.4 (Final Acceptance Certificate) of Attachment A.1 (Tasks and Deliverables)], requires a Change Notice. Any added hardware after Final Acceptance must be invoiced at the lowest available market price plus a not-to-exceed handling fee of 5%.

3.5 Technology Refresh

- 3.5.1 The parties will agree to a written Technology Refresh Implementation Strategy (TRIS) pursuant to Paragraph 1.1.13 (Technology Refresh Implementation Strategy) of Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work). The TRIS will, among other things, be devised to minimize disruption to County operations. The Technology Refresh is intended to update key solution components (hardware/software) with the most contemporaneous and advanced technologies currently available.
- 3.5.2 At the conclusion of the fifth year of this Contract following Final Acceptance, the County and Contractor agree to conduct **an assessment of new and emerging technology** (Technology Refresh) for all or any subset of the

Solution components' third-party software as determined solely by County Project Director. Assuming this Contract has been extended beyond the current Term by the County, a Technology Refresh will be implemented every five years thereafter. Notwithstanding the above, the County makes no guarantee that the Technology Refresh(es) will occur, nor does the County guarantee that the Technology Refresh will be conducted in one single deployment during the Term of this Contract.

- 3.5.3 The cost for the Technology Refresh will be borne by the County by means of an approved and executed Change Notice utilizing Pool Dollars. Contractor must secure the lowest possible pricing for the Technology Refresh, minus any bulk purchase discounts as applicable, plus a not-to-exceed 15% markup for handling (e.g., purchasing and administration, setup/configuration, and removal of old replacement hardware). The not-to-exceed 15% markup is calculated based on actual equipment/software costs prior to the inclusion of sales/use tax.
- 3.5.4 Contractor must ensure that all key Solution components (hardware/software) for both the primary and secondary data centers remain under manufacturer and/or extended warranty throughout the entire Term of the Contract following Final Acceptance. Any Work performed as a result of Contractor's failure to procure and maintain warranties for all key Solution components, will not be billable to the County.
- 3.5.5 The County and Contractor agree that Contractor will not be subject to Remedies [refer to Paragraph 6.0 (Remedies) of Exhibit C (Service Level Agreement)] for any Downtime resulting from any Technology Refresh, provided Contractor is fully compliant with the agreed-upon processes described in the TRIS.

3.6 Testing of Work

Contractor must conduct all appropriate testing of the Solution before providing any Work hereunder, including Optional Work, to ensure the Solution's continued compliance with all Solution Requirements set forth in this Contract. The Solution must be free of any material Deficiencies and Optional Work meets the requirements of the applicable work order. Solution tests must test, among others, the Solution's functionality, integration and interfacing, volume endurance, System performance, and User Acceptance, as applicable.

3.7 Integration/Interfacing

From time to time, Contractor may be responsible for developing and incorporating into the Solution, Application Modifications in the form of Optional Work. If such Application Modifications are to be integrated and/or interfaced with other software and/or systems by Contractor or at the direction of Contractor, the Application Modifications will not be deemed accepted by the County until the Application Modifications and such other systems have been successfully integrated and interfaced, as applicable, in accordance with the terms of this Contract. Contractor

must neither assert or obtain any ownership interest in any other systems merely because they were interfaced, integrated or used with the Solution.

3.8 Approval of Work

All Tasks, Subtasks, Deliverables, and other Work provided by Contractor under this Contract must have the County's prior written approval from County Project Director. In no event will the County be liable or responsible for any payment prior to such written approval. Furthermore, the County reserves the right to reject any Work not approved by the County.

If Contractor provides any Tasks, Subtasks, Deliverables, goods, Services, or other Work to the County other than those specified in this Contract, or if Contractor provides such items requiring the County's prior written approval without first having obtained such written approval, the same will be deemed to be a gratuitous effort on the part of Contractor, and Contractor must not assert any claim whatsoever against the County.

3.9 No Offshore Work

Contractor warrants: i) that all Services will be performed and rendered within and from within the United States, and ii) that Contractor must not transmit or make available any of the County's Confidential Information, the County's intellectual property or any County property, including County Materials, to any entity or individual outside the continental United States.

Specifically, no Programming Modifications for the County, including Customizations, Configurations, and Interfaces, may be developed, or provided by personnel on behalf of Contractor outside or from outside the United States. Contractor may perform Services relating to standard product development or revisions, if such Services are provided without, or do not require access to, County's Confidential Information, County's intellectual property, or any County property including County Materials, outside or from outside the United States.

4.0 PROJECT PLANNING

4.1 Contractor must implement the Solution in accordance with the Detailed Work Plan set forth in the Project Control Document (PCD), developed and delivered pursuant to Paragraph 1.1.10 (Detailed Work Plan) of Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work). The Detailed Work Plan must, at a minimum, include the following items:

- a. Tasks,
- b. Subtasks,
- c. Deliverable Number,
- d. Description,
- e. Due date,
- f. Milestones achieved,
- g. Pay points,

- h. Task relationships including where applicable finish to start (FS), start to start (SS), finish to finish (FF), and start to finish (SF), Critical path,
- i. Associated or dependent Deliverable,
- j. Timeline, and
- k. Any other items reasonably required for the Solution, by the County, under this Contract.

4.2 Deliverable Milestones, Deliverables

The PCD must identify certain critical Deliverables as “milestones”, as determined by the County. Approval of Deliverables will not be unreasonably withheld or delayed by the County. The County will use reasonable efforts to provide the necessary assistance to Contractor for Contractor to meet the due dates specified in the Project Schedule.

All Deliverables, including all Deliverable milestones, will be deemed completed for purposes of this Paragraph, on the earliest date that all of the Tasks, Subtasks, Deliverables, goods, Services and other Work required for the completion of such Deliverable are completed and delivered to the County, provided that all of such Tasks, Subtasks, Deliverables, goods, Services and other Work required for the completion of such Deliverable are thereafter approved in writing by the County pursuant to Paragraph 3.6 (Testing of Work) above, without prior rejection by the County or significant delay in the County’s approval thereof, which delay is the result of Contractor’s failure to deliver such Tasks, Subtasks, Deliverables, goods, Services and other Work in accordance with the terms hereof.

For purposes of this Paragraph, the determination of whether a Deliverable has been completed and is approved, and of the date upon which such Deliverable was completed, will be made by County Project Director as soon as practicable after the County is informed by Contractor that such Deliverable has been completed and is given all the necessary information, data and documentation to verify such completion.

5.0 TERM OF CONTRACT

- 5.1 The Term of this Contract will commence upon the effective date and will expire six years following Final Acceptance unless sooner terminated or extended, in whole or in part, as provided in this Contract (Initial Term).
- 5.2 At the end of the Initial Term, the County may, at its sole option, extend the Term of this Contract for four one-year periods (Option Terms), subject to, among others, the County’s right to terminate earlier for convenience, non-appropriation of funds, default of Contractor, substandard performance of Contractor, non-responsibility of Contractor and any other term or condition of this Contract providing for early termination of this Contract by the County. If the County elects not to exercise its option to extend at the end of the Initial Term, this Contract will expire. Each such option period will be exercised at the sole discretion of the County, as authorized by the County’s Board of Supervisors (Board) in accordance with Paragraph 10.0 (Change Notices and Amendments) to this Contract.

The County maintains a database that tracks/monitors Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise any Contract term extension options.

5.3 Notice of Expiration

Contractor must notify the County when this Contract is within six months from the expiration of the Term. Upon occurrence of this event, Contractor must send written notification to County Project Director listed in Exhibit E1 (County's Administration) to this Contract.

6.0 CONTRACT SUM

6.1 Maximum Contract Sum

The Maximum Contract Sum under this Contract will be the maximum total monetary amount payable by the County to Contractor for supplying all the Tasks, Subtasks, Deliverables, goods, Services, and other Work specified under this Contract inclusive of all parts, taxes, and other expenses for the Term and all Option Terms. No out-of-pocket fees, costs, or expenses will be reimbursed by the County to Contractor under this Contract. There is no guarantee that the entire Contract Sum amount will be paid to Contractor under this Contract.

The Maximum Contract Sum, including all applicable taxes, authorized by the County hereunder will not exceed Seventeen Million Ninety-Five Thousand Forty-Four Dollars (\$17,095,044.00), as further detailed in Exhibit D (Pricing Schedule) to this Contract, unless the Contract Sum is modified pursuant to a duly approved Amendment to this Contract by the County's and Contractor's authorized representatives pursuant to Paragraph 10.0 (Change Notices and Amendments) of this Contract.

The Maximum Contract Sum under this Contract will provide for all authorized payments the County may make to Contractor for all Work provided by Contractor under this Contract, including all Solution Implementation Services, Solution components, M&S, and any Optional Work.

Any additional programming gaps that are discovered during implementation that were not identified by Contractor as part of their proposal submission, must be remedied by Contractor at Contractor's sole expense.

6.1.1 Written Approval for Reimbursement

Contractor is not 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 explicitly specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur without the County's express prior written approval.

6.1.2 Notification of 75% of Total Contract Sum

Contractor must maintain a system of record keeping that will allow Contractor to determine when it has incurred 75% of the total Contract Sum, including Pool Dollar expenditures, authorized under this Contract. Upon occurrence of this event, Contractor must send written notification to the Department at the address herein provided in Exhibit E1 (County's Administration) to this Contract.

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

Contractor may not assert any claims against the County for payment of any money or reimbursement, of any kind whatsoever, for any Service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it must immediately notify the County and must immediately repay all such funds to the County. Payment by the County for Services rendered after expiration-termination of this Contract will not constitute a waiver of the County's right to recover such payment from Contractor. This provision will survive the expiration or other termination of this Contract.

6.2 Solution Implementation

6.2.1 Cost of Solution Implementation

The County will reimburse Contractor for the cost of Solution Implementation, including, but not limited to, all goods and Services for implementing the Solution (e.g., Solution Environment setup, installation of the System Hardware, License(s) for the Solution Software, installation of Solution Software, Solution Migration and Data Conversion, Acceptance Tests, training, and any other Work provided by Contractor hereunder). All payments by the County to Contractor for Solution Implementation will be paid on a per-Deliverable basis, as applicable, in accordance with the payable Deliverables identified in the PCD as "milestones", and pricing set forth in Exhibit D (Pricing Schedule) to this Contract.

6.2.2 Deliverable Milestones

A milestone will be deemed completed for purposes of this Paragraph 6.2.2 on the earliest date that all the Tasks, Subtasks, Deliverables, goods, Services, and other Work required for completion of such milestone are completed and delivered to the County, and thereafter approved in writing by the County pursuant to Paragraph 3.6 (Testing of Work) above. The determination of whether a Deliverable milestone has been completed, and the date upon which such Deliverable was approved, will be made by County Project Director as soon as practicable in accordance with Paragraph 3.6 (Testing of Work) above, after the County is informed by Contractor that such Deliverable has been completed, and is given all the necessary information, data, and documentation to verify such completion.

6.2.3 Credits to County

Contractor agrees that delayed performance by Contractor will cause damages to the County, which are uncertain and would be impracticable or extremely difficult to ascertain in advance. Contractor further agrees that, in conformity with California Civil Code Section 1671, Contractor will be liable to the County for liquidated damages in the form of credits as specified in this Paragraph 6.2.3. Parties agree these credits are fair and reasonable estimate(s) of such damages. Any amount of such damages is not and will not be construed as penalties and, when assessed, will be deducted from the County's payment that is due.

The County will be entitled to receive credit against any or all amounts due to Contractor under this Contract or otherwise, in the total amount of \$500 for each Day after the due date for each occasion upon which a payable Deliverable identified in the PCD as a "milestone" has not been completed by Contractor within 15 Days after the due date. The total credits will not exceed 15% of the total SOW Deliverables cost set forth in Exhibit D (Pricing Schedule). In no event will the service credits resulting from unscheduled downtime as defined in Paragraph 6.2 (Service Credits) of Exhibit C (Service Level Agreement), exceed 15% of the monthly fee for the applicable service month (as more fully described in Exhibit C (Service Level Agreement) to this Contract. Notwithstanding the foregoing, the County will not demand any credit for Contractor's delays which are a result of delays caused by acts or omissions of the County, nor for any delays regardless of cause that may otherwise be approved in writing at the sole discretion of County Project Director. If it is determined that the County is the cause of the delay, Contractor will not be in breach of its affected obligations and will be entitled to additional time to perform them and the parties will act reasonably and in good faith in seeking agreement to any consequential changes required to this Contract to reflect and take account of such delay or failure to perform. All the foregoing credits will apply separately, and cumulatively, to each milestone in the Project Schedule. Pursuant to this Paragraph 6.2.3, County Project Director, in his/her sole discretion, will assess whether credits are due to the County.

6.2.4 Termination

In addition to any other remedies available to the County under this Contract, if any Deliverable identified as a milestone is not completed within 30 Days after the applicable due date set forth in the Project Schedule and thereafter is not approved in writing by the County pursuant to Paragraph 3.6 (Testing of Work) above, other than as a result of delays caused solely by acts or omissions of the County, and unless County Project Director and Contractor's Project Director have otherwise agreed in writing prior to such date scheduled for completion to extend such due date, then the County may, upon notice to Contractor, terminate this Contract for default in accordance with Paragraph 22.0 (Termination for Default) or for convenience in accordance with Paragraph 21.0 (Termination for

Convenience) of this Contract, as determined in the sole discretion of the County.

6.2.5 Maintenance & Support (M&S)

The County will pay Contractor Service fees for provision by Contractor to the County of M&S Services, commencing upon Final Acceptance, as provided in Exhibit D (Pricing Schedule) to this Contract. Service Fees, including all components thereof, will not exceed the amounts specified in Exhibit D (Pricing Schedule) to this Contract.

6.2.6 Non-Appropriation of Funds

The County's obligation may be limited if it is payable only and solely from funds appropriated for the purpose of this Contract. Notwithstanding any other provision of this Contract, the County will not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future Fiscal Years unless and until the Board appropriates funds for this Contract in the County's budget for each such future Fiscal Year. In the event that funds are not appropriated for this Contract, then the County will, at its sole discretion, either: i) terminate this Contract as of June 30 of the last Fiscal Year for which funds were appropriated or ii) reduce the Work provided hereunder in accordance with the funds appropriated, as mutually agreed to by the parties. The County will notify Contractor in writing of any such non-appropriation of funds at its election at the earliest possible date.

6.2.7 County's Obligation for Future Fiscal Years

In the event that the Board adopts, in any Fiscal Year, a County Budget which provides for the 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 throughout the entire Term of this Contract (including any extensions), and the Services to be provided by Contractor under this Contract will also be reduced correspondingly. The County's notice to Contractor regarding such reduction in payment obligations will be provided within 30 Days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor must continue to provide all the Work set forth in this Contract.

7.0 INVOICES AND PAYMENTS

7.1 Invoices

Contractor must invoice the County in accordance with Exhibit D (Pricing Schedule) to this Contract: i) for Solution Implementation, broken down by Deliverables, payable following completion by Contractor and approval by the County of each such Deliverable; ii) for M&S, the annual fee to be paid in advance for Service fees commencing upon Final Acceptance; and iii) for Optional Work, the actual price expended by Contractor for such Optional Work using Pool Dollars, which must not

exceed the Maximum Fixed Price quoted for such Optional Work, following Contractor's completion and the County's written approval of the Optional Work.

7.1.1 Submission of Invoices

Contractor's invoice must include the charges owed to Contractor by the County under the terms of this Contract as provided in Exhibit D (Pricing Schedule) to this Contract. All invoices and supporting documents under this Contract must be submitted to the person designated in Exhibit E1 (County's Administration) to this Contract as County Project Manager.

7.1.1.1 Invoice Details

Each invoice submitted by Contractor must indicate, at a minimum:

- a. Contract name and number,
- b. The Tasks, Subtasks, Deliverables, goods, Services or other Work for which payment is claimed, including Solution Implementation Deliverables, M&S Services and any Optional Work,
- c. The price of such Tasks, Subtasks, Deliverables, goods, Services or other Work calculated based on the pricing terms set forth in Exhibit D (Pricing Schedule) to this Contract, or the work order including the Maximum Fixed Price, as applicable,
- d. If applicable, the date of written approval of the Tasks, Subtasks, Deliverables, goods, Services or other Work by County Project Director,
- e. Indication of any applicable withhold or Holdback amounts for payments claimed or reversals thereof,
- f. Indication of any applicable credits due to the County under the terms of this Contract or reversals thereof,
- g. If applicable, a copy of any required Acceptance Certificates signed by County Project Director, and
- h. Any other information required by County Project Director.

7.1.1.2 Approval of Invoices

All invoices submitted by Contractor to the County for payment must have the County's written approval as provided in this Paragraph 7.1.1.2, which approval will not be unreasonably withheld. In no event will the County be liable or responsible for any payment prior to such written approval.

7.1.2 Delivery of System Software

It is the intent of the parties that if any System Software or Documentation provided by Contractor under this Contract, including any product of M&S Services and any Optional Work, is delivered to the County, such System Software and Documentation must be delivered: i) in an electronic format

(e.g., via electronic mail or internet download) or ii) personally by Contractor staff who must load such System Software and Documentation onto the County's hardware, but who will retain possession of all originals and copies of such tangible media (e.g., USB, printed manuals, external hard drive) used to deliver the System Software and Documentation to the County.

Any System Software and Documentation that is provided or delivered by Contractor to the County in a tangible format must be F.O.B. Destination. The Contract Sum shown in Paragraph 6.1 (Maximum Contract Sum) above, includes all amounts necessary for the County to reimburse Contractor for all transportation and related insurance charges, if any, on System Software Components and Documentation procured by the County from Contractor pursuant to this Contract. All transportation and related insurance charges, if any, must be paid directly by Contractor to the applicable carrier. Contractor is solely liable and responsible for, and must indemnify, defend, and hold harmless the County from, any and all such transportation and related insurance charges.

7.1.3 Delivery of System Hardware

It is the intent of the parties that all System Hardware or Documentation provided by Contractor under this Contract is provided or delivered by Contractor to the County F.O.B. Destination. Hardware delivery, set-up, installation, configuration, and optimization services must be provided by Contractor to the County as specified in the Implementation Assessment Document, and pursuant to Paragraph 5.1.2 (Hardware – Contractor's Hardware Deployment Approach, Updated) of Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work).

The Contract Sum shown in Paragraph 6.1 (Maximum Contract Sum) above includes all amounts necessary for the County to reimburse Contractor for all transportation and related insurance charges, if any, for all System Hardware Components and Documentation procured by the County from Contractor pursuant to this Contract. All transportation and related insurance charges, if any, must be paid directly by Contractor to the applicable carrier. Contractor is solely liable and responsible for, and must indemnify, defend, and hold harmless the County from, any and all such transportation and related insurance charges.

7.1.4 Sales/Use Tax

The Contract Sum shown in Paragraph 6.0 (Contract Sum) above, will be deemed to include all amounts necessary for the County to reimburse Contractor for all applicable California and any other applicable state and local sales/use taxes on all Solution components and other Work provided by Contractor to the County pursuant to or otherwise due as a result of this Contract, including, but not limited to, any product of Solution Implementation, M&S Services and any Optional Work, to the extent applicable. All California sales/use taxes must be paid directly by Contractor to the State or other taxing authority.

Contractor is solely liable and responsible for, and must indemnify, defend, and hold harmless the County from, any and all such California and other state and local sales/use taxes. Further, Contractor is solely liable and responsible for, and must indemnify, defend, and hold harmless the County from, all applicable California and other state and local sales/use tax on all other items provided by Contractor pursuant to this Contract and must pay such tax directly to the State or other taxing authority. In addition, Contractor is solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which the County does not hold title.

7.1.5 Payments

Provided that Contractor is not in default under any provision of this Contract, the County will pay all invoice amounts to Contractor within 30 Days of receipt of invoices that have not been disputed in accordance with Paragraph 7.1.1.3 (Invoice Discrepancies) above. The County's failure to pay within the 30-Day period will not be deemed as automatic invoice approval or Acceptance by the County of any deliverable for which payment is sought, nor will it entitle Contractor to impose an interest or other penalty on any late payment.

7.1.6 County's Right to Withhold Payment

Notwithstanding any other provision of this Contract, and in addition to any rights of the County given by law or provided in this Contract, the County may upon written notice to Contractor withhold payment for any deliverable while Contractor, with no fault of the County, is in default hereunder or default related to Work.

7.1.7 Holdback

7.1.7.1 The County will withhold an amount equal to 20 percent of each Deliverable invoice submitted by Contractor under this Contract (Holdback) and approved by the County pursuant to Paragraph 3.6 (Testing of Work) above, for all Work outlines in Exhibit A (Statement of Work) to this Contract, during Solution Implementation through Final Acceptance, as further specified in Exhibit D (Pricing Schedule) to this Contract, as may be amended from time to time. Holdback amounts will not apply to invoices for Optional Work, nor for ongoing Maintenance and Support.

7.1.7.2 The cumulative amount of such Holdbacks will be due and payable to Contractor upon Final Acceptance, subject to adjustment for any amounts arising under this Contract owed to the County by Contractor, including, but not limited to, any amounts arising from Paragraphs 7.1.1.3 (Invoice Discrepancies) and 7.1.6 (County's Right to Withhold Payment) above, and any partial termination of any Task, Subtask or Deliverable set forth in Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work), as provided herein.

- 7.1.8 Contractor must invoice the County only for the Tasks, Deliverables, goods, Services, and other Work specified in Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work), and elsewhere hereunder. Contractor must prepare invoices, which must include the charges owed to Contractor by the County under the terms of this Contract. Contractor's payments will be as provided in Exhibit D (Pricing Schedule) to this Contract, and 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 Contractor for that Work.
- 7.1.9 Contractor's invoices must be priced in accordance with Exhibit D (Pricing Schedule) to this Contract.
- 7.1.10 Contractor's invoices must contain the information set forth in Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work), describing the Tasks, Deliverables, goods, Services, Work hours, and facility and/or other Work for which payment is claimed.
- 7.1.11 Local Small Business Enterprises – Prompt Payment Program (if applicable)
Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for Services they provide to County departments. Prompt payment is defined as 15 Days after receipt of an undisputed invoice.

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

- 7.2.1 The County 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 County Auditor-Controller (A-C).
- 7.2.2 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.
- 7.2.3 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.
- 7.2.4 At any time during the duration of this Contract, 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 any exemption requests.

7.3 Invoice Discrepancy Report

County Project Manager will review all invoices for any discrepancies and issue Exhibit I [Invoice Discrepancy Report (IDR)] to this Contract to Contractor within

ten Business Days of receipt of invoice if payment amounts are disputed. Contractor must review the disputed charges and submit to County Project Manager a written explanation detailing the basis for the charges within ten Business Days of receipt of the IDR from County Project Manager. If County Project Manager does not receive a written response from Contractor within ten Business Days of the County's notice to Contractor of an IDR, then County payment will be made, less the disputed charges. None of the foregoing will preclude the County from seeking remedy from Contractor for invoice discrepancies discovered at any time during the Term of this Contract.

8.0 ADMINISTRATION OF CONTRACT – COUNTY

8.1 County's Administration

All persons administering this Contract on behalf of the County and described in this Paragraph 8.0 (Administration of Contract – County) (hereinafter "County Personnel") are identified in Exhibit E1 (County's Administration) to this Contract. Unless otherwise specified, reference to each of the persons listed in such Exhibit E1 (County's Administration) to this Contract, will also include any authorized designee. The County will notify Contractor in writing of any change in the names and/or addresses of the persons listed in Exhibit E1 (County's Administration) to this Contract.

No member of the County is authorized to make any changes in any of the terms and conditions of this Contract other than those specifically authorized under Paragraph 10.0 (Change Notices and Amendments) below.

8.2 County's Personnel

8.2.1 County Project Director

County Project Director will be responsible for ensuring that the objectives of this Contract are met and for overseeing the Contract in general. County Project Director will have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

8.2.2 County Project Manager

County Project Manager will be responsible for ensuring that the technical, business, and operational standards and requirements of this Contract are met. County Project Manager will interface with Contractor Project Manager on a regular basis. County Project Manager will report to County Project Director regarding Contractor's performance with respect to business and operational standards and requirements of the Contract.

8.3 County Personnel, Other

All County personnel assigned to this Contract will be under the exclusive supervision of the County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of the County. Contractor hereby represents that its price and performance hereunder are based solely on the Work of Contractor's personnel, except as otherwise expressly provided in this Contract.

9.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

9.1 Contractor's Administration

All persons administering this Contract on behalf of Contractor and described in this Paragraph 9.0 (Administration of Contract – Contractor) are identified in Exhibit E2 (Contractor's Administration) to this Contract. All staff employed by and/or on behalf of Contractor, including the persons listed in such Exhibit E2 (Contractor's Administration) of this Contract, must be adults who are 18 years of age or older, authorized to work in the United States, and fully fluent in both spoken and written English. Contractor must notify the County in writing of any change in the names and/or addresses of Contractor Personnel.

9.2 Contractor's Personnel

9.2.1 Contractor Project Director

Contractor Project Director is responsible for Contractor's performance of all Work and ensuring Contractor's compliance with this Contract. Contractor Project Director must meet and confer with County Project Director on a regular basis as required by the County and specified in Exhibit A (Statement of Work) to this Contract, regarding the overall maintenance of the System. Such meetings will be conducted via teleconference or in person at a time and place agreed to by County Project Director and Contractor Project Director.

9.2.2 Contractor Project Manager

Contractor Project Manager must be responsible for Contractor's day-to-day activities as related to this Contract and for reporting to the County in the manner set forth in Paragraph 9.6 (Reports by Contractor) below. Contractor Project Manager must communicate with County Project Manager on a regular basis and must be available during Business Days, or as otherwise required by the County and this Contract, to teleconference and/or to meet with County personnel regarding the operation of this Contract, as required by County Project Director. Contractor Project Director must meet and confer with County Project Director on a regular basis, at least weekly or as otherwise required by the County. Such meetings will be conducted via teleconference or in person at a time and place agreed to by the parties.

9.3 Approval of Contractor's Staff

9.3.1 In fulfillment of its responsibilities under this Contract, Contractor must only utilize, or permit the utilization of, staff who are fully trained and experienced, and as appropriate, licensed or certified in the Tasks required by this Contract. Contractor must supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.

9.3.2 The County will have the right to approve or disapprove each member or proposed member of Contractor's key staff providing Services or on-site Work to the County under this Contract or with access to any County data

or information, including County's Confidential Information, System Data and other County Materials, prior to and during their performance of any Work hereunder, as well as to approving or disapproving any proposed deletions from or other changes in such Contractor's key staff. County Project Manager, exercising reasonable discretion may require replacement of any member of Contractor's key staff performing or offering to perform Work hereunder. Contractor must provide the County with a resume of each proposed initial key staff member as well as a proposed substitute, and an opportunity to vet any such person prior to performance of any Work hereunder. Contractor has 30 Days from the date of the County's written request to replace such key staff.

- 9.3.3 In addition, Contractor must provide to County Project Director an executed Confidentiality and Assignment Agreement [Exhibit F2 (Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement) to this Contract], for each member of Contractor's key staff performing Work under this Contract on or immediately after the effective date, but in no event later than the date such member of Contractor's key staff first performs Work under this Contract.
- 9.3.4 Contractor must, to the maximum extent possible, take all necessary steps to ensure continuity over time of the membership of the group constituting Contractor's key staff. Contractor must promptly fill any Contractor's key staff vacancy with personnel having qualifications (i.e., relevant experience) at least equivalent to those of Contractor's key staff member(s) being replaced.
- 9.3.5 In the event Contractor should ever need to remove any member of Contractor's key staff from performing Work under this Contract, Contractor must provide the County with notice at least 15 Days in advance, except in circumstances when such notice is not possible, and must work with the County on a mutually agreeable transition plan to provide an acceptable replacement and ensure project continuity. Should the County be dissatisfied with any member of Contractor staff during the Term of the Contract, Contractor must replace such person with another whose qualifications satisfy the County.

9.4 Contractor's Staff Identification

- 9.4.1 All Contractor staff, including Subcontractors and agents, who successfully complete a background investigation, as set forth in Paragraph 9.5 (Background and Security Investigations) below, must prominently display a photo identification badge on the upper part of the body when entering any County facility or grounds.
- 9.4.2 Contractor will be responsible for costs associated with any lost or stolen identification badge(s).

9.5 Background and Security Investigations

9.5.1 Key staff, and any Contractor staff, with access to the County network or data under this Contract must undergo and pass, to the satisfaction of the County, a background investigation as a condition of beginning and continuing Work under this Contract.

Such background investigation will be administered by the Department. The background investigation will be obtained through fingerprints submitted to the California Department of Justice to include state, local and federal-level review, which may include but not be limited to, criminal conviction information.

9.5.2 County Project Director will schedule background investigations with the Department's Civilian Backgrounds Unit. All fees associated with obtaining the background information are borne by Contractor regardless of whether Contractor's staff passes or fails the background clearance investigation.

9.5.3 The County may immediately, in its sole discretion, deny or terminate all access to both physical facilities and County systems and/or data, to any Contractor's staff, including Subcontractor's staff, who do not pass such background investigation(s) to the satisfaction of the County and/or whose background or conduct is incompatible with County's facility access.

9.5.4 Disqualification, if any, of Contractor's staff, including Subcontractors' staff, pursuant to this Paragraph 9.5 (Background and Security Investigations) will not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

9.6 Reports by Contractor

In addition to any reports required elsewhere under this Contract, including Exhibit A (Statement of Work) and Attachment A.1 (Tasks and Deliverables) to this Contract, in order to control expenditures and to ensure the reporting of all Work provided by Contractor, Contractor must provide to County Project Manager, as frequently as may be requested by County Project Manager, but in no event more frequently than weekly, written reports which must include, at a minimum, the following information:

- a. Period covered by the report,
- b. Summary of Project status as of reporting date,
- c. Overview of the Work provided during the reporting period,
- d. Progress status of each Work component scheduled for the reporting period,
- e. Issues/problems encountered, proposed resolutions and projected completion dates for problem resolution,
- f. Status of contractually defined Deliverables, milestones and walk-throughs scheduled in the Project Schedule,
- g. Action items and decisions from the previous meeting,
- h. Planned activities for the next two reporting periods, and
- i. Any other information which the County may from time-to-time require.

9.7 Rules and Regulations

During the time when Contractor's employees, Subcontractors or agents are at County facilities, such persons will be subject to the applicable rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide Work, with such rules and regulations. In the event that the County determines that an employee, Subcontractor or agent of Contractor has violated any applicable rule or regulation, the County will notify Contractor, and Contractor must undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor must permanently withdraw its employee, Subcontractor or agent from the provision of Work upon receipt of written notice from the County that: i) such employee, Subcontractor or agent has violated such rules or regulations; or ii) such employee's, Subcontractor's or agent's actions, while on County premises, indicate that the employee, Subcontractor or agent may adversely affect the provision of Work. Upon removal of any employee, Subcontractor or agent, Contractor must immediately replace the employee, Subcontractor or agent and must continue uninterrupted Work hereunder.

10.0 CHANGE NOTICES AND AMENDMENTS

10.1 General

No representative of either the County or Contractor, including those named in this Contract, is authorized to make any changes to any of the terms, obligations, or conditions of this Contract, except through the procedures specifically set forth in this Paragraph 10.0 (Change Notices and Amendments). Any changes to this Contract, including any portion of the Work provided under this Contract, will be accomplished only as provided in this Paragraph 10.0 (Change Notices and Amendments).

10.2 Change Notices

For any change requested by the County which does not materially affect the scope of Work, Term, payments or any material term or condition of this Contract, or for any change requiring expenditure of Pool Dollars, a written notice of such change (hereinafter "Change Notice") will be prepared by the Department and provided by County Project Director to Contractor for acknowledgement or execution, as applicable.

Change Notices requiring the expenditure of Pool Dollars will require Contractor to prepare a written scope of Work statement and quotation as the basis of the Change Notice, and seek written approval of County Project Director with concurrence of County Counsel prior to commencement of any Work relating to such Change Notice, including any Optional Work. County Project Director will be authorized on behalf of the County to approve all Change Notices.

10.3 Amendments

Except as otherwise provided in this Contract, for any change requested by the County which materially affects the scope of Work, Term, payments or any other

material term or condition included in this Contract, an Amendment to this Contract must be executed by the Board and Contractor's authorized representative(s).

Notwithstanding the foregoing, the Sheriff or his authorized designee, is specifically authorized to issue Contract non-renewal notices for the option terms. Furthermore, the Sheriff is specifically authorized to prepare and execute Amendments on behalf of the County to: i) add and/or update terms and conditions as required by the Board or the Chief Executive Office, ii) execute any of the Option Terms if it is in the best interest of the County, iii) delete or add equipment, provided such change does not increase the Maximum Contract Sum, iv) effectuate Contract modifications that do not materially affect the Term of the Contract, and v) effect assignment of rights and or delegation of duties as required under Paragraph 20.0 (Assignment and Delegation/Mergers or Acquisitions) below.

10.4 Project Control Document

Pursuant to Paragraph 1.0 (Task 1 Project Planning – Project Control Document (PCD)) of Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work), Contractor must deliver to the County a PCD which includes a Detailed Work Plan (DWP). The DWP will be derived from all Work relating to Solution Implementation Services and to the extent necessary, for System Maintenance, as described in Exhibit A (Statement Work) to this Contract.

Changes to the PCD must be made upon mutual agreement, in writing, by both the County and Contractor Project Director by Change Notice or otherwise, provided that both the County and Contractor respective Project Directors agree to alter the Project schedule such that it does not prejudice either party's right to claim that such alterations constitute an Amendment to this Contract that will be governed by the terms of Paragraph 10.3 (Amendments) above.

10.5 Extensions of Time

Notwithstanding any other provision of this Paragraph 10.0 (Change Notices and Amendments), and to the extent that extensions of time for Contractor's performance do not impact either the scope of Work or cost of this Contract, County Project Director, in his/her sole discretion, may grant Contractor extensions of time in writing for the Work listed in the PCD, provided such extensions, in the aggregate, do not exceed a total of 90 Days beyond the agreed to Final Acceptance date for the Solution.

In such event, and prior to granting any such extension(s) of time, the County will initiate a formal Project Review pursuant to Paragraph 6.0 (Project Review) of Exhibit A (Statement of Work). In like manner, the County will initiate a formal Project Review for each subsequent 90-Day extension thereafter. Each Project Review may result in: i) an assessment of the Project's progress to-date, ii) an assessment of the future success of the Project, iii) remedial recommendations for continued Work, or iv) a recommendation for termination of this Contract.

11.0 OWNERSHIP AND LICENSE

11.1 Solution Ownership

11.1.1 Solution Environment

Contractor acknowledges that the County or the rightful owner owns all Solution Environment components, including Solution Hardware, and all software provided by the County; while Contractor or the rightful owner will retain ownership of all Solution Environment components provided by Contractor.

11.1.2 Application Software

All Application Software provided by Contractor to the County pursuant to this Contract, including Licensed Software and Application Modifications, and related Documentation, is and will remain the property of Contractor or any rightful third-party owner with which all proprietary rights will reside, and which will be subject to the terms of the License granted pursuant to Paragraph 11.2 (License) below.

11.1.3 Solution Data

All Solution data that is provided or made accessible by the County to Contractor or is generated by the Solution or is the product of the Solution provided by Contractor hereunder, is and will remain the property of the County.

11.1.4 Work Product

All pre-existing practices, procedures, materials, development tools, and reusable components, including, but not limited to, Contractor's or its vendors' libraries of generic, reusable software code, procedures, manuals, and business practices, as well as any modification or extension of term (hereinafter "Work Product"), are and will remain the sole property of Contractor or its vendors, as applicable. The County will have no interest in or claim to the Work Product except to the extent necessary to exercise its rights under this Contract in accordance with the rights and restrictions set forth herein. Preexisting practices, procedures, materials, development tools, and reusable components that are part of the Work Product include any routines, libraries, tools, methodologies, processes, or technologies created, adapted, or used by Contractor in its business generally, including generic, reusable software code, components, and related documentation, which contain the basic components of Contractor's software architecture and which are used in most software projects delivered by Contractor, plus all associated intellectual property rights. In addition, notwithstanding any provision of this Contract to the contrary, Contractor is free to use any ideas, concepts, or know-how developed or acquired by Contractor during the performance under this Contract, other than County Materials, to the extent obtained and retained by Contractor's personnel as impressions and general learning. Contractor, or the rightful owner, must remain the sole owner of all System

Software that is part of Work Product, including Contractor's Application Software, Third-Party Software, Software Modifications and related Documentation, and all derivative works therein. Work Product does not include any County Materials whether previously owned by the County or designed or developed by Contractor for the County.

11.2 License

11.2.1 License Grant

Subject to the provisions of Paragraph 11.1 (Solution Ownership) above, Contractor hereby grants to the County a non-exclusive License to use the Solution Software or any component thereof, as applicable, and Work Product, including any related Documentation (hereinafter "License"), by all Users in accordance with the scope set forth in Paragraph 11.2.3 (Scope of License) below and subject to the restrictions set forth in Paragraph 11.2.4 (License Restrictions) below for the period specified in Paragraph 11.2.2 (License Term) below. Notwithstanding the foregoing, upon mutual agreement of the parties, the County may obtain its own license for any third-party Software that may be provided by Contractor as part of the System Environment, the term and scope of which will be subject to the terms of the County's agreement with the provider of such Third-Party Software.

11.2.2 License Term

The License granted under this Contract will commence upon the earlier of County's access of any Solution Software component or the effective date and will continue until the end of the Term of this Contract.

11.2.3 Scope of License

The License granted by Contractor under this Contract provides the County with the following rights:

- a. To use, access, install, integrate with other software, operate and execute the Solution Software in the System Environment on an unlimited number of computers, servers, mobile devices, workstations, local-area networks and wide-area networks, including web connections, by an unlimited number of Users in the conduct of the business of the County as provided in this Contract,
- b. To use, modify, copy and display the Documentation, including, but not limited to the Solution and User manuals and any other specifications or Documentation provided or made accessible by Contractor to the County as necessary or appropriate for the County to fully enjoy and exercise the rights granted under this Contract and the License granted hereunder,
- c. To permit third-party access to any Solution components and Documentation, including Solution Software, or any part thereof, as necessary or appropriate for the County to fully enjoy and exercise the

rights granted under this Contract and the License, including for the provision of M&S Services, Software Updates, Application Modifications, Professional Services, and other business use or support of the Solution Software as contemplated by this Contract; provided, however, without limiting the County's rights under this Paragraph 11.2.3(c) the County covenants and agrees that it will not exercise any of the rights contained in this Paragraph 11.2.3(c) unless and until any one of the following release conditions occurs:

- i. The insolvency of Contractor, including as set forth in Paragraph 24 (Termination for Insolvency) of this Contract, or
- ii. Contractor is unwilling or unable to provide all System Maintenance Services in accordance with the terms of this Contract, including the Statement of Work, or
- iii. Contractor ceasing to maintain or support the current version or the last two prior Version Releases of the Application Software for reasons other than the County's failure to pay for, or election not to receive, Contractor's System Maintenance Services, and no other qualified entity will assume the obligation to provide such System Maintenance Services, which may result in County's termination of this Contract for default in accordance with Paragraph 22.0 (Termination for Default) below, or
- iv. Successor ceasing to do business with the County with respect to this Contract,
- d. Pursuant to Paragraph 58.0 (Assignment by County) below, to reproduce and use a reasonable number of copies of the Solution Software provided by Contractor: i) by the County and permitted assignees for archive and backup purposes; and ii) by the County for use by permitted assignees so long as all copies of the Solution Software contain the proprietary notices appearing on the copies initially furnished to the County by Contractor.
- e. Microsoft is a vendor of NEC and provides the government community cloud services, which NEC hereby resells to the County as part of the Solution. The terms and conditions of the Microsoft license and service are attached hereto as Exhibit J (Third Party Software License). The County hereby accepts those terms and conditions. In the event there is any inconsistency or conflict between the terms of this Contract and Exhibit J (Third Party Software License) to this Contract, with respect to the Microsoft product and services, Exhibit J (Third Party Software License) to this Contract will govern.

11.2.4 License Restrictions

The County acknowledges and agrees: i) that the System Software provided by Contractor to the County under this Contract, including related Documentation, is the confidential and copyrighted property of Contractor,

or its licensors, and all rights therein not expressly granted to the County are reserved to Contractor, or its licensors, as applicable; and ii) that Contractor, or its licensors, will retain all proprietary rights in and to the foregoing. Subsequently, the License to the System Software provided by Contractor hereunder is limited by the restrictions set forth in this Paragraph 11.2.4. Accordingly, the County will not:

- a. Reverse engineer, disassemble or decompile the Application Software provided by Contractor,
- b. Transfer, sublicense, rent, lease, convey or assign (unless resulting from an agreement assignment under Paragraph 58.0 (Assignment by County)) below, the System Software provided by Contractor,
- c. Copy or reproduce the System Software provided by Contractor in any way except as reasonably necessary for backup, archival or business continuity purposes, and as specified in Paragraph 11.2.3(c) (Scope of License) above,
- d. Use the System Software provided by Contractor on a timesharing, service bureau, subscription service or rental basis for any third party, or
- e. Remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on, or during the use of, the System Software provided by Contractor.

12.0 SYSTEM ACCEPTANCE

12.1 Acceptance Tests

Contractor, with the County's assistance where applicable, must conduct all Acceptance Tests specified in Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work), to ensure the Solution's compliance with the requirements set forth in this Contract, including, but not limited to, Exhibit A (Statement of Work), Exhibit B (Solution Requirements) and Exhibit C (Service Level Agreement), as well as all Schedules and Attachments thereto. Such Acceptance Tests must test, among other things, the System's functionality, integration and interfacing, volume endurance and User Acceptance. An Acceptance Test will be deemed completed and ready for payment when Contractor provides to the County results of a successful completion of such Acceptance Test and the County approves the Acceptance Test in writing.

12.1.1 Production Use

The Solution will achieve the Go-Live Project Phase and will be ready for Production Use when County Project Director, approves in writing all Acceptance Tests under Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work), leading to such Go-Live. Contractor's obligations to provide M&S, as specified in this Contract, will commence upon Go-Live for each Project Phase, as applicable.

12.1.2 Final Acceptance

The Solution will achieve Final Acceptance when County Project Director approves in writing the Solution Implementation under Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work), for all phases of the Project, as applicable. In the event the Solution fails to successfully achieve Final Acceptance in accordance with the Project Schedule, Contractor must provide to the County a diagnosis of the Deficiencies and proposed remedy(ies) for the County's approval and submit the Solution to County for re-testing as required under Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work). The County and Contractor must agree upon all such proposed remedies prior to their implementation.

12.1.3 Failed Testing

12.1.3.1 If County Project Director makes a good faith determination at any time an Acceptance Test that the Solution as a whole, or any component thereof, has not successfully completed an Acceptance Test or has not achieved Final Acceptance (collectively referred to for purposes of this Paragraph 12.1.3 as "Designated Test"), County Project Director will promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the Solution component or the Solution failed to pass the applicable Designated Test. Contractor must immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the Solution component or the Solution as will permit the Solution component or the Solution to be ready for retesting. Contractor must notify County Project Director in writing when such corrections, repairs and modifications have been completed, and when the applicable Designated Test will begin again. If, after the applicable Designated Test has been completed for a second time, County Project Director makes a good faith determination that the Solution component or the Solution again fails to pass the applicable Designated Test, County Project Director will promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the Solution component or the Solution again failed to pass the applicable Designated Test. Contractor must immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the Solution component or the Solution as will permit the Solution component or the System to be ready for retesting.

12.1.3.2 Such procedure will continue, subject to the County's rights under Paragraph 6.2.4 (Termination) above, in the event Contractor fails to timely complete any Deliverable identified as a milestone,

until such time as the County notifies Contractor in writing either: i) of the successful completion of such Designated Test, or ii) that the County has concluded that satisfactory progress toward such successful completion of such Designated Test is not being made, in which latter event, the County will have the right to make a determination, which will be binding and conclusive on Contractor, that a non-curable default has occurred and to terminate this Contract in accordance with Paragraph 22.0 (Termination for Default) below on the basis of such non-curable default. In the event Contractor, using good faith effort, is unable to cure a Deficiency by re-performance after two attempts, the County and Contractor will work together to agree on a mutually acceptable resolution, provided that if the County and Contractor cannot agree on a resolution, the County may terminate this Contract for default pursuant to Paragraph 22.0 (Termination for Default) below.

12.1.3.3 Such a termination for default by the County will be either, as determined by the County in its sole judgment: i) a termination with respect to one or more of the components of the Solution, or ii) if the County believes the failure to pass the applicable Designated Test materially affects the functionality, performance or desirability to the County of the Solution as a whole, this entire Contract. In the event of a termination under this Paragraph 12.1.3 (Failed Testing), the County will have the right to receive from Contractor reimbursement of all payments made to Contractor by the County under this Contract for the Solution component(s) and related Deliverables as to which the termination applies or if the entire Contract is terminated, all amounts paid by the County to Contractor under this Contract. If the termination applies only to one or more Solution component(s), at the County's sole option, any reimbursement due to it may be credited against other sums due and payable by the County to Contractor. The foregoing is without prejudice to any other rights that may accrue to the County or Contractor under the terms of this Contract or by law.

12.1.4 System Use

Subject to the County's obligations of Acceptance set forth in Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work), and this Contract, following Solution Implementation by Contractor and prior to Final Acceptance by the County, the County will have the right to use, in a Production Use mode, any completed portion of the System, without any additional cost to the County where the County determines that it is necessary for the County's operations. Such Production Use will not restrict Contractor's performance under this Contract and will not be deemed Final Acceptance of the Solution.

13.0 REPRESENTATIONS AND WARRANTIES

13.1 General Warranties

Contractor represents, warrants, covenants, and agrees that throughout the entire Term of this Contract:

- a. Contractor must comply with the description and representations (including, but not limited to, Deliverable documentation, performance capabilities, accuracy, completeness, characteristics, specifications, Configurations, standards, functions and requirements applicable to professional software design meeting industry standards) set forth in this Contract, Exhibit A (Statement of Work) to this Contract, all Attachments thereto and Exhibit B (Solution Requirements).
- b. Unless specified otherwise herein, the Solution must be free from material Deficiencies.
- c. The M&S Service Levels must not degrade during the entire Term of this Contract.
- d. Contractor must not intentionally cause any unplanned interruption of or accessibility to the Solution or any component through any device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", "key lock", "worm", "back door", "Trojan Horse" device or program, or any disabling code, which has the potential or capability of compromising the security of the County's confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of the Solution or any component to the County or User or which could alter, destroy, or inhibit the use of the System or any component, or the data contained therein (collectively referred to as "Disabling Device(s)"), which could block access to or prevent the use of the Solution or any component by the County or Users. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any Solution component provided to the County under this Contract, nor must Contractor knowingly permit any subsequently delivered or provided Solution component to contain any Disabling Device.

In addition, Contractor must prevent viruses from being incorporated or introduced into the Solution or updates or enhancements thereto prior to the installation onto the Solution and must prevent any viruses from being incorporated or introduced in the process of Contractor's performance of on-line support.

13.2 Standard of Services

Contractor's Services and other Work required by this Contract must, during the Term of this Contract, conform to reasonable commercial standards as they exist in Contractor's profession or field of practice. If Contractor's Services or other Work provided under this Contract fail to conform to such standards, upon notice from the County specifying the failure of performance, Contractor must also, at Contractor's sole expense, provide the applicable remedy as specified in this Contract, including Exhibit A (Statement of Work) and Exhibit C (Service Level

Agreement) to this Contract. Contractor must, at its own expense, correct any data in which (and to the extent that) errors have been caused by Contractor or malfunctions of the Solution or by any other tools introduced by Contractor into the Solution for the purpose of performing Services or other Work under this Contract or otherwise.

13.3 System Warranties and Problem Resolution

Contractor hereby warrants to the County that the Solution must be free from any and all Deficiencies commencing from Production Use of the System through the Term of the Contract. All Deficiencies reported or discovered must be corrected in accordance with Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement) to this Contract, at no cost to the County beyond the payment of the applicable Maintenance Fees under this Contract.

Contractor also represents, warrants, covenants and agrees that throughout the entire Term of this Contract:

- a. All Solution components must be compatible with each other and, to the extent applicable or required, must interface with each other; and the Solution components, when taken together, must be capable of delivering all the functionality as set forth in this Contract.
- b. Any Solution enhancements or upgrades must be backward compatible with the County's standard browser(s) and operating system version(s) operated on County workstations.
- c. The Solution, including the System, must be capable of delivering all the functionality and meeting all requirements as set forth in this Contract, including the Solution Requirements, security requirements and the specifications.
- d. The Solution must meet the Solution Performance Requirements within Contractor's control, including, but not limited to, those relating to response time and Solution Availability, as further specified in Exhibit A (Statement of Work), Attachment A.1 (Tasks and Deliverables), and Exhibit C (Service Level Agreement) to this Contract. All Solution Performance Deficiencies, for the purpose of determining the applicable Deficiency Resolution Time and County remedies, including Service Credits, will be deemed Severity Level 1 or Severity Level 2, as determined by County Project Director.

13.4 Continuous Product Support

- 13.4.1 In the event that Contractor replaces any or all components of the Application Software with other software modules or components (hereinafter "Replacement Product") during the entire Term of this Contract in order to fulfill its obligations under this Contract and to meet the Solution Requirements, then the License will be deemed to automatically include such Replacement Product without cost or penalty to the County even if such Replacement Product contains greater functionality than the Application Software it replaced. If required by the County, Contractor must provide the necessary training to County personnel to utilize the Replacement Product at no cost to the County.

13.4.2 In the event any or all components of the Application Software are migrated to the Replacement Product as a result of an acquisition, sale, assignment, transfer or other change in control of Contractor, then any assignee or successor, by taking benefit (including, without limitation, Acceptance of any payment under this Contract), will be deemed to have ratified this Contract, subject to the requirements of Paragraph 20.0 (Assignment and Delegation/Mergers or Acquisitions) below. All terms and conditions of this Contract will continue in full force and effect for the Replacement Product.

13.4.3 The following terms and conditions will apply if the County elects to transfer the License to a Replacement Product:

- a. Contractor, or its assignee or successor, must at no cost to the County, implement the Replacement Product in the Solution Environment, convert and migrate all of the Solution data from the Application Software format to the Replacement Product format to ensure Production Use of such Replacement Product,
- b. Any prepaid Service Fees for the Solution must transfer in full force and effect for the balance of the Replacement Product's maintenance and support term (or equivalent service) at no additional cost. If the prepaid amount is greater than the Replacement Product's maintenance and support fees for the same Term, the credit balance must be applied to future Maintenance Fees or returned to the County, at the County's option,
- c. All modules offered separately must match the original Application Software's level of functionality, must be supplied by Contractor, or its assignee or successor, without additional cost or penalty to the County, and must not affect the calculation of any annual fees,
- d. Contractor must provide to the County the necessary training for purposes of learning the Replacement Product. Such training must be provided at no cost to the County,
- e. All License terms and conditions, at a minimum, must remain as granted herein with no additional fees imposed on the County, and
- f. The definition of Application Software must include the Replacement Product.

13.4.4 Warranty Pass-Through

Contractor must assign to the County to the fullest extent permitted by law or by this Contract, and must otherwise ensure that the benefits of any applicable warranty or indemnity offered by any manufacturer of any Solution component or any other Solution product or service provided hereunder must fully extend to and be enjoyed by the County.

13.4.5 Remedies

The County's remedies under this Contract for the breach of the warranties set forth in this Contract, including Exhibit A (Statement of Work), Attachment A.1 (Tasks and Deliverables) and Exhibit C (Service Level Agreement) to this Contract, will include the repair or replacement by Contractor, at its own expense, of the non-conforming Solution components, any other remedies set forth in Exhibit A (Statement of Work), Attachment A.1 (Tasks and Deliverables) and/or Exhibit C (Service Level Agreement) to this Contract, including assessment of Service Credits and any other corrective measures specified in such Exhibit A (Statement of Work), Attachment A.1 (Tasks and Deliverables), Exhibit C (Service Level Agreement) to this Contract.

13.4.6 Breach of Warranty Obligations

Failure by Contractor to timely perform its obligations set forth in this Paragraph 13.4 (Continuous Product Support) will constitute a material breach, upon which, in addition to the County's other rights and remedies set forth herein, the County may, after written notice to Contractor and provision of a reasonable cure period, terminate this Contract in accordance with Paragraph 22.0 (Termination for Default) below.

14.0 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

14.1 General Insurance Requirements

Without limiting Contractor's indemnification of the County, and in the performance of this Contract and until all 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 this Paragraph 14.0 (General Provisions for all Insurance Requirements). 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 Contractor for liabilities which may arise from or relate to this Contract.

14.2 Evidence of Coverage and Notice to County

- 14.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under Contractor's General Liability policy, will be delivered to County and provided prior to commencing Services under this Contract.
- 14.2.2 Renewal Certificates must be provided to the County as soon as available. The County reserves the right to obtain copies of any relevant sections of any required Contractor and/or Subcontractor insurance policies at any time.
- 14.2.3 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 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 \$50,000, and list any County required endorsement forms.

- 14.2.4 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 Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the required insurance provisions.
- 14.2.5 Certificates and copies of any required endorsements must be sent to County Contract Analyst specified in Exhibit E1 (County's Administration) to this Contract.
- 14.2.6 Contractor also must promptly report to the County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to contractor. Contractor also must promptly notify the 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 the County.

14.3 Additional Insured Status and Scope of Coverage

The County, its Special Districts, Elected Officials, Officers, Agents, employees, and volunteers (collectively County and its Agents) must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County and its Agents additional insured status must apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to 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.

14.4 Cancellation of or Changes in Insurance

Contractor must provide the County with, or Contractor's insurance policies must contain a provision that the 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 the County at

least ten Days in advance of cancellation for non-payment of premium and within 30 Days of notice 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 this Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

14.5 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 this Contract, upon which the County immediately may withhold payments due to contractor, and/or suspend or terminate this Contract. The 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.

14.6 Insurer Financial Ratings

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

14.7 Contractor's Insurance Must Be Primary

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

14.8 Waivers of Subrogation

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

14.9 Subcontractor Insurance Coverage Requirements

Contractor must include all Subcontractors as insureds under Contractor's own policies or must provide the 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 the County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

14.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies must 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, 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.

14.11 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 must maintain such coverage for a period of not less than three years following Contract expiration, termination, or cancellation.

14.12 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.

14.13 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.

14.14 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.

14.15 County Review and Approval of Insurance Requirements

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

15.0 INSURANCE COVERAGE

15.1 Commercial General Liability Insurance

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

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

15.2 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.

- 15.3 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 the County at least ten Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. 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.

15.4 Property Coverage

If Contractor is given exclusive use of County-owned or leased property, Contractor must carry property coverage at least be as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents must be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment must be insured for their actual cash value. Real property and all other personal property must be insured for their full replacement value.

15.5 Technology Errors & Omissions Insurance

Technology Errors & Omissions Insurance includes coverage 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: i) systems analysis, ii) systems programming, iii) data processing, iv) systems integration, v) outsourcing including outsourcing development and design, vi) systems design, consulting, development and modification, vii) training services relating to computer software or hardware, viii) management, repair and maintenance of computer products, networks and systems, ix) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software, x) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and xi) any other Services provided by Contractor, with limits of not less than ten million dollars.

15.6 Privacy/Network Security (Cyber) Insurance

Privacy/Network Security ("Cyber") liability coverage providing protection against liability for: i) privacy breaches (liability arising from the loss or disclosure of confidential information no matter how it occurs), ii) System breach, iii) denial or loss of service, iv) introduction, implantation or spread of malicious software code, and v) unauthorized access to or use of computer systems, with limits of not less than ten million dollars. No exclusions/restrictions for unencrypted portable

devices/media may be on the policy. The County, its Special Districts, and their Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) must be provided additional insured status.

15.7 Intellectual Property Warranty and Indemnification

15.7.1 Indemnification – General

Notwithstanding any provision to the contrary, whether expressly or by implication, Contractor must indemnify, defend, and hold harmless the County, its Special Districts, and their elected and appointed officers, employees, Agents and volunteers (collectively referred to for purposes of this Paragraph 15.7.1 as County and its Agents) from and against any and all liability, including, but not limited to, demands, claims, actions, fees, damages, costs, and expenses (including attorneys and expert witness fees) arising from any alleged or actual infringement of any third party's U.S. patent or copyright, or any alleged or actual unauthorized trade secret disclosure, arising from or related to this Contract and/or the operation and use of the System [collectively referred to for purposes of this Paragraph 15.7.1 as "Infringement Claim(s)"].

Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 15.7.1 (Indemnification – General) must be conducted by Contractor and performed by counsel selected by Contractor. The County will provide Contractor with information, reasonable assistance, and authority to defend or settle the claim. Notwithstanding the foregoing, the County will retain the right to participate in any such defense at its sole cost and expense.

15.7.2 Indemnification – Intellectual Property

15.7.2.1 Notwithstanding any provision to the contrary, whether expressly or by implication, from and against any and all third-party liability, including, but not limited to, demands, claims, actions, fees, damages, costs, and expenses (including attorneys and expert witness fees) arising from any alleged or actual infringement of any third party's U.S. patent or copyright, or any alleged or actual unauthorized trade secret disclosure, arising from or related to this Contract and/or the operation and use of the System (collectively referred to for purposes of this Paragraph 15.7.2 (Indemnification – Intellectual Property) as "Infringement Claim(s)").

15.7.2.2 Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 15.7.2 (Indemnification – Intellectual Property) must be conducted by Contractor and performed by counsel selected by Contractor. The County will provide Contractor with information, reasonable assistance and authority to defend or settle the claim. Notwithstanding the

foregoing, the County will retain the right to participate in any such defense at its sole cost and expense.

15.7.2.3 Contractor must pay and is solely responsible for the amount of any resulting adverse final judgement issued by a court of competent jurisdiction, or of any settlement made by Contractor in writing.

15.7.2.4 Contractor will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from: i) the County's use of a previous version of the Solution, and the claim would have been avoided had the County used the current version of the software, ii) the County's combining the Solution with devices or products not intended or approved by Contractor, iii) use of the Solution in applications, business environments or processes for which the Solution was not designed or contemplated, and where use of the Solution outside of such application, environment or business process would not have given rise to the claim, iv) corrections, modifications, alterations or enhancements that the County made to the Solution and such correction, modifications, alterations or enhancements is determined by a court of competent jurisdiction to be a contributing (e.g., material and/or substantive) cause of the infringement, v) use of the Solution by any person or entity other than Users, or vi) subject to Contractor's remedial measures, the County's willful infringement, including continued use of Contractor's infringing Solution after being notified by Contractor that such infringing Solution is, or is likely to become, the subject of a third-party claim.

15.7.2.5 Contractor may, at its option and at no cost to the County, engage in remedial measures by, either: i) disabling without delay, the affected Software component, as applicable, and either ii) procuring the right, by license or otherwise, for the County to continue to use the Solution or affected component(s) thereof, or part(s) thereof, to the same extent of County's License, or iii) replacing or modifying the Solution or any component(s) thereof with another software or component(s) thereof of at least equivalent quality and performance capabilities, as mutually determined and agreed to by the County and Contractor, until the Solution and all components thereof become non-infringing, non-misappropriating and non-disclosing [hereinafter collectively for the purpose of this Paragraph 15.7 (Intellectual Property Warranty and Indemnification) "Remedial Act(s)"]. The foregoing states Contractor's entire liability and County's sole and exclusive remedy with respect to this Paragraph 15.7 (Intellectual Property Warranty and Indemnification).

15.7.2.6 Failure by Contractor to provide and complete the Remedial Acts described in Paragraph 15.7.2.5 above will constitute a material breach of this Contract, upon which the County will be entitled to terminate this Contract for default pursuant to Paragraph 22.0 (Termination for Default) below.

16.0 LIMITATION ON LIABILITY

Except for Contractor's indemnity obligations, including as set forth in Paragraph 15.7 (Intellectual Property Warranty and Indemnification) above, fraudulent, intentional, or willful misconduct, bodily injury or property damage:

- a) With respect to any claims arising in relation to Contractor's breach of its security obligations under this Contract, the total aggregate liability of Contractor will be limited to \$20,000,000, and
- b) The total cumulative liability of either party to the other for all other damages under this Contract will be limited to (i) \$10,000,000 for the Initial Term, and (ii) \$1,500,000 for each Option Term exercised by the County.

In no event will either party be liable to the other for any consequential, indirect, incidental, punitive, or special damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information, and the like), loss of data, incorrectly matched images arising out of this Contract (whether for breach of contract, tort, negligence, or other form of action), even if the party incurring such damages has advised the other party of the possibility of such damages.

17.0 INTENTIONALLY OMITTED

18.0 CONFIDENTIALITY

18.1 Confidential Information

Each party will protect, secure and keep confidential all records, materials, documents, data and/or other information, including, but not limited to, billing and sensitive financial information, County records, data and information, County materials, Solution data, Work Product, Application Software, personally identifiable and health information, and any other data, records and information, received, obtained and/or produced under the provisions of this Contract (hereinafter "Confidential Information"), in accordance with the terms of this Contract and all applicable federal, state or local laws, regulations, ordinances and publicly available guidelines and directives relating to confidentiality. As used in this Contract, the term "Confidential Information" will also include records, materials, data and information deemed confidential by either party or the applicable law under Paragraph 9.7 (Rules and Regulations) of this Contract. Each party will use whatever appropriate security measures are necessary to protect such Confidential Information from loss, damage and/or unauthorized dissemination by any cause, including, but not limited to, fire and theft.

Contractor must inform all its officers, employees, agents and Subcontractors providing Work hereunder of the confidentiality provisions of this Contract.

Contractor must ensure that all its officers, employees, agents and Subcontractors performing Work hereunder have entered into confidentiality agreements no less protective of the County than the terms of this Contract, including this Paragraph 18.1 and Exhibit F2 (Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement) to this Contract. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is solely responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to which Contractor discloses any of County's Confidential Information.

Contractor's violation of this Paragraph 18.1 may constitute a material breach of this Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or pursue debarment of Contractor from participation in future County solicitations or from being awarded a contract pursuant to a County solicitation.

18.2 Disclosure of Information

With respect to any of County's Confidential Information or any other records, materials, data or information that is obtained by Contractor (hereinafter collectively for the purpose of this Paragraph 18.2 "information"), Contractor must: i) not use any such information for any purpose whatsoever other than carrying out the express terms of this Contract, ii) promptly transmit to the County all requests for disclosure of any such information, iii) not disclose, except as otherwise specifically permitted by this Contract, any such information to any person or organization other than the County without prior written approval of County's contract administrator in consultation with County's Chief Information Security Officer and/or Chief Privacy Officer, and iv) at the expiration or termination of this Contract, return all such information to the County or maintain such information according to the written procedures provided or made available to Contractor by the County for this purpose. If required by a court of competent jurisdiction or an administrative body to disclose County Information, Contractor must notify County Project Director 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.

18.3 Disclosure Restrictions of Non-Public Information

While performing Work under this Contract, 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 Policy 6.104 – Information Classification Policy as NPI. Contractor must not disclose or publish any County NPI and material received or used in performance of this Contract. This disclosure obligation is perpetual for Contractor, its officers, employees, agents and Subcontractors.

18.4 Indemnification

Notwithstanding any provision of this Contract to the contrary, whether expressly or by implication, Contractor must indemnify, defend and hold harmless the County, its elected officials and its agents from and against any and all loss, damage, liability and expense, including, but not limited to, defense costs and reasonable 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 18.4, as determined by the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 18.4 must be conducted by Contractor and performed by counsel selected by Contractor and approved by the County. Contractor does not have the right to enter into any settlement, agree to any injunction or make any admission, in any such case, on behalf of the County without the County's prior written approval.

Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement) to this Contract.

18.5 Individual Requests

Contractor must acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. Contractor must 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 Days. If an individual makes a request directly to Contractor involving County Information, Contractor must notify the County within five Days and the County will coordinate an appropriate response, which may include instructing Contractor to assist in fulfilling the request. Similarly, if Contractor receives a privacy or security complaint from an individual regarding County Information, Contractor must notify the County as described in Paragraph 19.0 (Security) below, and the County will coordinate an appropriate response.

18.6 Retention of County Information

Contractor must not retain any County Information for any period longer than necessary for Contractor to fulfill its obligations under this Contract and applicable law.

19.0 SECURITY

19.1 System Security

Notwithstanding anything to the contrary herein, Contractor must provide all Work utilizing security technologies and techniques in accordance with the industry standards, Contractor's best practices and applicable County security policies, procedures and requirements provided by the County to Contractor in writing as part of the RFP (and incorporated by this reference), this Contract or otherwise as required by law, including those relating to the prevention and detection of fraud or other inappropriate use or access of Systems and networks. Without limiting the generality of the foregoing, Contractor must implement and use network

management and maintenance applications and tools and fraud prevention and detection and encryption technologies and prevent the introduction of any Disabling Device into the Solution, as further specified in this Contract and Attachment C.1 (County – Information Security Requirements) to Exhibit C (Service Level Agreement). In no event must Contractor's actions or inaction result in any situation that is less secure than the security that Contractor then provides for its own Systems and data.

19.2 Solution Data Security

Contractor hereby acknowledges the right of privacy of all persons whose information is stored in the Solution data or any other County data. Contractor must protect, secure and keep confidential all Solution data in compliance with all federal, state and local laws, rules, regulations, ordinances, guidelines and directives relating to confidentiality and information security, and Attachment C.1 (County – Information Security Requirements) to Exhibit C (Service Level Agreement) to this Contract, including any breach of the security of the Solution, such as any unauthorized acquisition of Solution data that compromises the security, confidentiality or integrity of personally identifiable information. Further, Contractor must take all reasonable actions necessary or advisable to protect all Solution data in its possession, custody or control from loss or damage by any cause, including fire, theft or other catastrophe. In addition, if requested by County Project Director, Contractor must provide notification to all persons whose unencrypted personal information was, or is reasonably believed to have been, acquired by any unauthorized person, and the content, method and timing of such notification will be subject to the prior approval of County Project Director. Contractor must not use Solution data for any purpose or reason other than to fulfill its obligations under this Contract.

19.3 Protection of Electronic County Information – Data Encryption

Contractor that electronically transmits or stores Personal Information (hereinafter "PI"), Protected Health Information (hereinafter "PHI") and/or Medical Information (hereinafter "MI") must comply with the encryption standards set forth below and incorporated into this Contract and all Amendments thereto (collectively, the "Encryption Standards"), as required by the Board Policy Number 5.200 (hereinafter "Policy"). For purposes of this Paragraph 19.3, "PI" is defined in California Civil Code Section 17910.29(g); "PHI" is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations; and "MI" is defined in California Civil Code Section 56.05(j).

19.3.1 Encryption Standards – Stored Data

Contractor's and Subcontractors' workstations and portable devices that are used to access, store, receive and/or transmit County PI, PHI or MI (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e., software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2, (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General

(Revision 3), (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

Contractor's and Subcontractors' use of remote servers (e.g., cloud storage, Software-as-a-Service or SaaS) for storage of County PI, PHI and/or MI will be subject to written pre-approval by the County's Chief Executive Office.

19.3.2 Encryption Standards – Transmitted Data

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

19.3.3 Definition References

- a. As used in this Policy, the phrase "Personal Information" will have the same meaning as set forth in subdivision (g) of California Civil Code section 17910.29.
- b. As used in this Policy, the phrase "Protected Health Information" will have the same meaning as set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations.
- c. As used in this Policy, the phrase "Medical Information" will have the same meaning as set forth in subdivision (j) of California Civil Code section 56.05.

19.3.4 Compliance

By executing this Contract, Contractor (on behalf of itself and any and all County-approved Subcontractors) certifies its compliance with the Policy and the data encryption requirements specified in this Paragraph 19.3.4 as of the effective date of this Contract, during the Term of this Contract and for as long as Contractor (or any of its Subcontractors) is in possession of County PI, PHI and/or MI. Such certification will be evidenced by submission of a completed and signed form set forth in Attachment C.3 (Compliance with Departmental Encryption Requirements) to Exhibit C (Service Level Agreement) to this Contract, prior to being awarded this Contract by the Board. In addition to the foregoing, Contractor must maintain any validation or attestation reports that it or its County-approved Subcontractors' data encryption product(s) generate, and such reports will be subject to audit in accordance with this Contract. The County requires that, if non-compliant, Contractor develop and execute a corrective action plan. Failure on the part of Contractor to

comply with any of the provisions of this Paragraph 19.3.4 will constitute a material breach of this Contract, upon which the County may terminate or suspend this Contract, deny Contractor access to the County IT resources and/or take such other actions as deemed necessary or appropriate by the County.

19.3.5 No Policy Exceptions

There are no exceptions to this Policy, except as expressly approved by the Board in writing.

19.3.6 Remedies

Contractor acknowledges that a breach by Contractor of this Paragraph 19.3.6 may result in irreparable injury to the County that may not be adequately compensated by monetary damages and that, in addition to the County's other rights under this Paragraph 19.3.6 and at law and in equity, the County will have the right to seek injunctive relief to enforce the provisions of this Paragraph 19.3.6. The provisions of this Paragraph 19.3.6 will survive the expiration and/or termination of this Contract.

Contractor must take all reasonable actions necessary or advisable to protect the Solution from loss or damage by any cause. Contractor must bear the full risk of loss or damage to the Solution and any Solution data by any cause other than resulting from force majeure or the County's sole fault.

20.0 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

- 20.1 Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If 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 practicably allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 20.2 Contractor cannot assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior express written consent of the County in its sole 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 20.0 (Assignment and Delegation/Mergers or Acquisitions), the County consent will require a written Amendment to the Contract, which must be 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 by the County against the claims Contractor may have against the County.
- 20.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's prior express 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, the County will be entitled to pursue the same remedies against Contractor under this Contract in the event of default by Contractor.

21.0 TERMINATION FOR CONVENIENCE

- 21.1 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 effectuated by notice of termination to 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 30 Days after the notice is sent.
- 21.2 After receipt of a notice of termination and except as otherwise directed by the County, 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 well as Work not effected by the notice, using the same quality of Work, as if Contractor had not been terminated by such notice.
- 21.3 All materials including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract must be maintained by Contractor in accordance with Paragraph 33.0 (Record Retention and Inspection-Audit Settlement) below.
- 21.4 In the event the County terminates this Contract for convenience pursuant to Paragraph 21 (Termination for Convenience) during Maintenance & Support, the County will reimburse Contractor a pro rata portion of the fees as set forth in the table below based on date of termination.

For example, if the County terminates in the first month of Year 2, the County will pay a fee of \$427,786. If the County terminates in the 6th month of Year 2, the County will pay a 50% of the Year 2 fee, or \$213,893.

Contractor will waive Termination Fee for Year 4 if the County notifies Contractor of termination for convenience 60 Days prior to the end of Year 3.

Contractor will waive Termination Fee for Year 7 if the County notifies Contractor of termination for convenience 60 Days prior to the end of Year 6.

M&S Year	Termination Fee*
Year 1	\$632,380
Year 2	\$427,786
Year 3	\$217,054
Year 4	\$691,018
Year 5	\$467,453
Year 6	\$237,181
Year 7	\$993,059

Year 8	\$755,691
Year 9	\$511,202
Year 10	\$259,378

*Contractor will reserve the Azure cloud resources in 3-year blocks. Reserving provides ~30% savings on Azure matching resources but contractually commits Contractor to a 3-year term with Azure. As such, the Year 1 Termination Fee includes the 3-year reserve cost. The Termination Fee then steps-down in Years 2 and 3 as the commercial commitment to Azure decreases in each subsequent year. The Termination Fee increases / resets in Year 4 and then again in Year 7 when the County and Contractor agree to make another 3-year reserve.

22.0 TERMINATION FOR DEFAULT

22.1 The County may, by written notice to Contractor, terminate the whole or any part of this Contract if:

- a. Contractor fails to timely provide and/or satisfactorily perform any Task, Subtask, Deliverable, goods, Service, or other Work within the times specified in this Contract, including the finalized Project Plan or Project Schedule, or
- b. Contractor fails to demonstrate a high probability of timely fulfillment of the performance requirements under this Contract, or
- c. Contractor fails to make progress as to endanger performance of this Contract in accordance with its terms, or
- d. Contractor in performance of Work under this Contract fails to comply with the requirements of this Contract, including, but not limited to Exhibit A (Statement of Work), Attachment A.1 (Tasks and Deliverables) and Exhibit C (Service Level Agreement), or
- e. Contractor fails to perform or comply with any other provisions of this Contract or materially breaches this Contract; and, unless a shorter cure period is expressly provided in this Contract, does not cure such failure or fails to correct such failure or breach within 30 Days (or such longer period as the County may authorize in writing) of receipt of written notice from the County specifying such failure or breach, except that Contractor must not be entitled to any cure period, and the County may terminate immediately, in the event that Contractor's failure to perform or comply is not reasonably capable of being cured.

22.2 If, after the County has given notice of termination under the provisions of this Paragraph 22.0 (Termination for Default), it is determined by the County that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 21.0 (Termination for Convenience) above.

22.3 The rights and remedies of the County provided in this Paragraph 22.0 (Termination for Default) are not exclusive and are in addition to any other rights and remedies provided by law and/or under this Contract.

23.0 TERMINATION FOR IMPROPER CONSIDERATION

- 23.1 The County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that improper consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County elected official, 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 Contractor's performance pursuant to this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 23.2 Contractor must immediately report any attempt by a County elected official, officer, employee, or agent to solicit such improper consideration. The report should be made either to the County manager charged with the supervision of the employee or to County's Auditor-Controller's Employee Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- 23.3 Improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, tangible gifts or other such items and means.

24.0 TERMINATION FOR INSOLVENCY

- 24.1 The County may terminate this Contract immediately and without delay if any of the following occur:
- a. Insolvency of Contractor - Contractor must be deemed to be insolvent if it has ceased to pay its debts for at least 60 Days in the ordinary course of business or cannot pay its debts as they become due, whether a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code,
 - b. The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code,
 - c. The appointment of a Receiver or Trustee for Contractor, or
 - d. The execution by Contractor of a general assignment for the benefit of creditors.
- 24.2 The rights and remedies of the County provided in this Paragraph 24.0 (Termination for Insolvency) are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- 24.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects this Contract, the County may elect to retain its rights under this Contract, as provided under Section 365(n) of the United States Bankruptcy Code (11 United States Code, Section 365(n)). Upon written request of the County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee must allow the County to exercise all of its rights and benefits under this Contract including, without limitation, such Section 365(n) (including, without limitation, the right to continued use of all source and object code versions of the Application Software and related Documentation, and must not interfere with the rights and

benefits of the County as provided therein). The foregoing will survive the termination or expiration of this Contract for any reason whatsoever.

25.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

Contractor, and each County Lobbyist or County Lobbying firm (as defined in County Code Section 2.160.010) retained by Contractor, must fully comply with this County Lobbyist Ordinance. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by 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.

26.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

27.0 EFFECT OF TERMINATION

27.1 Termination by County

In the event that the County, upon written notice to Contractor, terminates this Contract in whole or in part as provided herein, then:

- a. Contractor and the County will continue the performance of this Contract to the extent not terminated,
- b. Contractor must stop Work under this Contract on the date and to the extent specified in such notice and provide to the County all completed Work and Work in progress, in a medium reasonably requested by the County,
- c. Contractor must: i) promptly return to the County any and all County Confidential Information, County Materials and any other County data relating to that portion of this Contract and Work terminated by the County, and ii) destroy all such Confidential Information, County Materials and other County data as required in and in accordance with the provisions of Attachment C.1 (County – Information Security and Privacy Requirements) to Exhibit C (Service Level Agreement),
- d. Contractor must transfer ownership of the Cloud Solution Environment to the County,
- e. The County will pay Contractor all monies due, upon receiving Contractor's invoice(s), in accordance with the terms of this Contract for the Work completed up to the time of termination,

- f. Contractor must return to the County all monies paid by County, yet unearned by Contractor, including any prorated prepaid Service Fees calculated depending on the date of termination, if applicable,
- g. Upon termination by the County for default pursuant to Paragraph 22.0 (Termination for Default) above or for insolvency pursuant to Paragraph 24.0 (Termination for Insolvency) above, the County will have the right to procure, upon such terms and in such a manner as the County may deem appropriate, goods, Services and other Work, similar to those so terminated, and Contractor must be liable to the County for, and must promptly pay to the County by cash payment, any and all excess costs incurred by County, as determined by the County, to procure and furnish such similar goods, Services and other Work,
- h. Contractor understands and agrees that the County has obligations that it cannot satisfy without use of the Solution provided to the County hereunder or an equivalent solution, and that a failure to satisfy such obligations could result in irreparable damage to the County and the entities it serves. Therefore, Contractor agrees that in the event of any termination of this Contract, Contractor must fully cooperate with the County in the transition of the County to a new solution, toward the end that there be no interruption of the County's day-to-day operations due to the unavailability of the Solution during such transition. Upon written notice to Contractor, Contractor must allow the County or a County-selected Subcontractor a transition period until expiration of the term of this Contract, or in all other cases, at a date specified by the County, for the orderly turnover of Contractor's Contract activities and responsibilities without any additional cost to the County.

27.2 Termination Transition Services

Contractor must assist the County in transitioning from the Solution by providing Transition Services, as provided below. Upon the expiration or termination of this Contract, the County may require Contractor to provide Services in the form of Optional Work to assist the County to transition System operations from Contractor to the County or the County's designated third party ("Transition Services"). Upon the County's request for Transition Services, the County and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services.

Contractor agrees that if the County terminates this Contract for any breach by Contractor or for insolvency of Contractor, Contractor must perform all Transition Services as required by the County at no cost to the County. Contractor must provide the County with all the Transition Services as provided in this Paragraph 27.2. The duty of Contractor to provide any Transition Services pursuant to this Paragraph 27.2 will be conditioned on the County continuing to comply with its obligations under this Contract, including payment of all applicable fees. Contractor has no right to withhold or limit its performance of the Transition Services based on any alleged breach of this Contract by the County, other than a failure by the County to timely pay Contractor the invoiced amounts due and payable hereunder. The County will have the right to seek specific performance of this Paragraph 27.2 in any court of competent jurisdiction and Contractor hereby waives any defense

that damages are an adequate remedy. Compliance with this Paragraph 27.2 by either party will not constitute a waiver or estoppel regarding any rights or remedies available to the parties. In the event of termination for default based on a breach by Contractor, the value of Transition Services provided to the County, based on the most recent prices applicable under this Contract to similar Services, will be applied in mitigation of any damages that may be awarded.

28.0 WAIVER

No breach of any provision hereof can be waived unless in writing. 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 28.0 (Waiver) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

29.0 WARRANTY AGAINST CONTINGENT FEES

- 29.1 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 Contractor for the purpose of securing business.
- 29.2 For breach of this warranty, the County has the right to terminate this Contract and at its sole discretion may deduct from the Contract price the consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

30.0 INDEPENDENT CONTRACTOR STATUS

- 30.1 This Contract is by and between the County and Contractor and is not intended, and will not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and Contractor. The employees and agents of one party will not be, nor be construed to be employees or agents of the other party for any purpose whatsoever.
- 30.2 Contractor is solely liable and responsible for providing to, or on behalf of, all its agents, servants or employees performing Work pursuant to this Contract any and 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 Contractor.
- 30.3 Contractor understands and agrees that all persons performing Work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of the County. Contractor is solely liable and responsible for furnishing all Workers' Compensation benefits to all its agents, servants, or employees as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to this Contract.

31.0 SUBCONTRACTING

- 31.1 The County has relied, in entering into this Contract, on the reputation of and on obtaining the personal performance of Contractor, and more specifically Contractor's key staff. The requirements of this Contract cannot be subcontracted by Contractor without the advance written approval of the County. Any attempt by Contractor to Subcontract any performance of this Contract without prior written approval will be null and void and will be deemed a material breach of this Contract, upon which the County may immediately terminate this Contract.
- 31.2 In the event Contractor seeks to Subcontract any portion of its performance of this Contract by Contractor's key staff, Contractor must first provide to the County, in writing, a notice regarding such proposed Subcontract, which must include:
- a. The reasons for the proposed Subcontract,
 - b. Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected,
 - c. A detailed description of the Work to be provided by the proposed Subcontractor,
 - d. Confidentiality provisions applicable to the proposed Subcontractor, and if applicable its officers, employees and agents, which would be incorporated into the Subcontract,
 - e. Required County forms including: i) Exhibit F1 (Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement), and ii) any other standard County-required provisions,
 - f. A representation from Contractor that:
 - i. The proposed Subcontractor is qualified to provide the Work for which Subcontractor is being hired,
 - ii. Either the proposed Subcontractor maintains the insurance required by this Contract or Contractor has procured and maintains such insurance coverage for the proposed Subcontractor,
 - iii. Either Contractor and/or the proposed Subcontractor will be liable and responsible for all of Subcontractor's taxes, payments, and compensation, including compensation to its employees, related to the performance of Work under this Contract, and
 - iv. Either Contractor and/or the proposed Subcontractor must indemnify the County under all the same terms and conditions as the indemnification provisions of this Contract.
 - g. Other pertinent information and/or certifications reasonably requested by the County.
- 31.3 The County will review Contractor's request to Subcontract and determine on a case-by-case basis whether to consent to such request, which consent will not be unreasonably withheld.

- 31.4 Notwithstanding any provision of this Contract to the contrary, whether expressly or by implication, Contractor must indemnify, defend and hold harmless the County and its officers, employees and agents, from and against any and all claims, demands, liabilities, damages, costs and expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees in any way arising from or related to Contractor's use of any Subcontractor, including without limitation any officers, employees or agents of any Subcontractor, in the same manner as required for Contractor of its officers, employees and agents under this Contract.
- 31.5 Notwithstanding any other provision of this Paragraph 31.0 (Subcontracting), Contractor will remain fully responsible for all performance required under this Contract, including those which Contractor has determined to Subcontract, including, but not limited to, the obligation to properly supervise, coordinate and provide all Work required under this Contract. All Subcontracts must be made in the name of Contractor and will not bind nor purport to bind the County. Furthermore, subcontracting of any Work under this Contract will not be construed to limit in any way, Contractor's performance, obligations or responsibilities to the County or limit, in any way, any of the County's rights or remedies contained in this Contract.
- 31.6 Subcontracting of any Work performed by Contractor's key staff under this Contract will not waive the County's right to prior and continuing approval of any or all such Contractor's key staff pursuant to the provisions of Paragraph 9.3 (Approval of Contractor's Staff) of this Contract, including any subcontracted members of Contractor's key staff. Contractor must notify its Subcontractors of the County's right to approve or disapprove each member or proposed member of key staff providing Services or on-site Work to the County under this Contract or with access to any County data or information, including County's Confidential Information, System Data and other County Materials, prior to and during their performance of any Work hereunder, as well as to approving or disapproving any proposed deletions from or other changes in such Contractor key staff.
- 31.7 Notwithstanding subcontracting by Contractor of any Work under this Contract, Contractor will be solely liable and responsible for any and all payments and other compensation to all Subcontractors, and their respective officers, employees, agents, and successors in interest, for any Services performed by Subcontractors under this Contract.
- 31.8 In the event that the County consents to any subcontracting, such consent will apply to each particular Subcontract only and will not be, nor should be construed to be, a waiver of this Paragraph 31.0 (Subcontracting) or a blanket consent to any further subcontracting.

32.0 RISK OF LOSS

Contractor bears the full risk of loss due to total or partial destruction of any software products loaded on flash drives or other computer media, until such items are delivered to and accepted in writing by the County as evidenced by the County's signature on delivery documents.

33.0 RECORD RETENTION AND INSPECTION-AUDIT SETTLEMENT

- 33.1 Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor must also maintain accurate and complete employment records and other records relating to its performance of this Contract. 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, must be kept and maintained by Contractor and must be made available to the County during the Term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by Contractor at a location in the County, provided that if any such material is located outside the County, then, at the County's option, Contractor must 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.
- 33.2 In the event that an audit of Contractor is conducted specifically regarding this Contract by any federal or state auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor must file a copy of such audit report with the County's Auditor-Controller within 30 Days of 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).
- 33.3 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 33.0 (Record Retention and Inspection-Audit Settlement) will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 33.4 If, at any time during the entire Term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of 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 Contractor, then the difference will be either: a) repaid by 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 Contractor from the County, whether under this Contract or any other agreement. If such audit finds that the County's dollar liability for such Work is more than the payments made by the County to Contractor, then the difference will be paid to 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.

33.5 Intentionally Omitted**34.0 COUNTY'S QUALITY ASSURANCE PLAN**

The County, or its agent(s), will monitor Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing 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 County and listed in the appropriate Contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

35.0 CONFLICT OF INTEREST

- 35.1 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 Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of 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.
- 35.2 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. Contractor warrants that it is not now aware of any facts that create or appear to create a conflict of interest. If 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 County Project Director. 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 35.0 (Conflict of Interest) will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 35.3 The terms and procedures of this Paragraph 35.0 (Conflict of Interest) will also apply to Subcontractors, consultants and partners of Contractor performing Work under this Contract.

36.0 COMPLIANCE WITH APPLICABLE LAW

- 36.1 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 by reference.
- 36.2 Contractor must indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including without limitation, defense costs

and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 36.0 (Compliance with Applicable Law) must be conducted by Contractor and performed by counsel selected by Contractor and approved by the County. Notwithstanding the preceding sentence, the 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 the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including without limitation, County Counsel, and receive reimbursement from Contractor for all such costs and expenses incurred by the County in doing so. Contractor has no right or authority to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in any such case, on behalf of the County without the County's prior express written approval.

- 36.3 Contractor certifies and agrees that it fully complies with all applicable requirements of the County's regulations, as well as rules, ordinances, court rules, municipal laws, directives and policies issued pursuant to the enabling statute(s) and/or state or federal regulation or law applicable to the Work and Contractor's County-approved Subcontractors' provision thereof. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code), the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) and compliance with Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Contractor is responsible for staying apprised of any and all relevant changes in the law, including, but not limited to, rules, ordinances, court rules, municipal laws, directives and policies issued pursuant to the enabling statute(s) and/or state or federal regulation or law. Contractor must also comply with all applicable ordinances, rules, policies, directives, and procedures issued or adopted by the County applicable to the Work and Contractor's County-approved Subcontractors' provision thereof for which Contractor is provided actual or constructive notice. The County reserves the right to review Contractor's procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the state and the federal government, as applicable to this Contract.
- 36.4 Failure by Contractor to comply with such laws and regulations will be material breach of this Contract and may result in termination or suspension of this Contract.

37.0 FAIR LABOR STANDARDS

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 Contractor's employees or Subcontractor personnel for which the County may be found jointly or solely liable.

38.0 COMPLIANCE WITH CIVIL RIGHTS LAW

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:

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

39.0 RESTRICTIONS ON LOBBYING - Federal Funds Projects

If any federal funds are to be used to pay for any portion of Contractor's Work under this Contract, the County will notify Contractor in writing in advance of such payment and Contractor must fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and will ensure that each of its Subcontractors receiving funds provided under this Contract also fully complies with all applicable certification and disclosure requirements.

40.0 EMPLOYMENT ELIGIBILITY VERIFICATION

- 40.1 Contractor and its Subcontractors warrant that they fully comply 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. Contractor must obtain from all its employees and Subcontractors 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 amended. Contractor must retain all documentation for all covered employees for the period prescribed by law.
- 40.2 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 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.

41.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ARE ON A COUNTY RE-EMPLOYMENT LIST

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the Services set forth herein, 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 entire Term of this Contract.

42.0 CONSIDERATION OF HIRING GAIN/START PARTICIPANTS

42.1 Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor must 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 Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to Contractor. Contractors must report all job openings and job requirements to: GAINSTART@DPSS.LACOUNTY.GOV and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

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

43.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, Contractor and the County agree that, during the entire 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.

44.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Contractor must notify its employees, and must 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.

45.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

45.1 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 this Contract. It is the County's policy to conduct business only with responsible Contractors.

45.2 Chapter 2.202 of the County Code

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

45.3 Non-responsible Contractor

The County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: i) violated a material term of a contract with the County or a nonprofit corporation created by the County, ii) committed an act or omission which negatively reflects on 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, iii) committed an act or offense which indicates a lack of business integrity or business honesty, or iv) made or submitted a false claim against the County or any other public entity.

45.4 Contractor Hearing Board

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

45.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or 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 Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and County Project Director will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

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

45.4.4 If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: i) elimination of the grounds for which the debarment was imposed, ii) a bona fide change in ownership or management, iii) material evidence in favor of Contractor is discovered after debarment was imposed, or iv) any other reason that is in the best interests of the County.

45.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where: i) Contractor has been debarred for a period longer than five years, ii) the debarment has been in effect for at least five years, and iii) 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.

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

45.5 Subcontractors of Contractor

The terms and procedures of this Paragraph 45.5 will also apply to Subcontractors, consultants and partners of Contractor performing Work under this Contract.

46.0 FEDERAL ACCESS TO RECORDS

If, and to the extent that Section 1861(v)(1)(I) of the Social Security Act (42 United States Code Section 1395x(v)(1)(i) is applicable, Contractor agrees that for a period of four years following the furnishing of Services under this Contract, Contractor must maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States or to any of their authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of Services provided hereunder. Furthermore, if Contractor carries out any of the Services described in United States Code Section 1395 through any Subcontract with a value or cost of \$10,000 or more over a 12-month period with a related organization (as that term is defined under federal law), Contractor agrees that each such Subcontract must

provide for such access to the Subcontract, books, documents and records of Subcontractor.

47.0 INTENTIONALLY OMITTED

48.0 NO THIRD-PARTY BENEFICIARIES

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

49.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER

Contractor recognizes that the County provides Services essential to the residents of the communities it serves, and that these Services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Contract, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible without related danger to Contractor's or Subcontractors' employees and suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their Services on-site, such staff members may perform any or all of their Services remotely.

50.0 CONTRACTOR'S ACKNOWLEDGEMENT AND NOTICE TO ITS EMPLOYEES OF THE SAFELY SURRENDERED BABY LAW

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor must notify and provide to its employees, and will require each Subcontractor to notify and provide to its employees, a Fact Sheet regarding the Safely Surrendered Baby Law, its implementation in the County, and information on where and how to safely surrender a baby. Additionally, Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster (available in English/Spanish/Chinese/Korean) in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business.

Contractor, and its Subcontractor(s), can access posters and other program material at babysafela.org.

51.0 INTENTIONALLY OMITTED

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

52.1 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.

52.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and must during the Term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 10810.5, and must 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).

53.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 52.0 (Contractor's Warranty of Adherence to the County's Child Support Compliance Program) above, 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 Contractor to cure such default within 90 Days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 22.0 (Termination for Default) above, and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

54.0 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

54.1 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 County Code, a copy of which is attached as Exhibit H (Jury Service Ordinance) to this Contract.

54.2 Written Employee Jury Service Policy

54.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor must have and adhere to a written policy that provides that its Employees must receive from 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 Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

54.2.2 For purposes of this Paragraph 54.2 (Written Employee Jury Service Policy), "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time

employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: i) the lesser number is a recognized industry standard as determined by the County, or ii) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 Days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform Services for the County under this Contract, the Subcontractor is also be subject to the provisions of this Paragraph 54.2 (Written Employee Jury Service Policy). The provisions of this Paragraph 54.2 (Written Employee Jury Service Policy) must be inserted into any such Subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

54.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must immediately notify the County if Contractor at any time either comes within the Jury Service Program's definition of "contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate, to the County's satisfaction, that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

54.2.4 Contractor's violation of this Paragraph 54.2 (Written Employee Jury Service Policy) may constitute a material breach of this Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

55.0 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

55.2 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 entire Term of this Contract will maintain compliance, with County Code Chapter 2.206.

56.0 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 55.0 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) above, 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 Contractor to cure such default within ten Days of notice will be grounds upon which the County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

57.0 DISPUTE RESOLUTION PROCEDURE

- 57.1 Contractor and the County agree to act immediately to mutually resolve any disputes which may arise with respect to this Contract. All such disputes will be subject to the provisions of this Paragraph 57.0 (Dispute Resolution Procedure) and other provisions in this Contract (such provisions will be collectively referred to as the "Dispute Resolution Procedure"). Time is of the essence in the resolution of disputes.
- 57.2 Contractor and the County agree that the existence and details of a dispute notwithstanding, both parties will continue without delay their performance hereunder.
- 57.3 Neither party will delay or suspend its performance during the Dispute Resolution Procedure.
- 57.4 In the event of any dispute between the parties with respect to this Contract, Contractor and the County will submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 57.5 If the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten Days from the date of submission of the dispute to them, then the matter will be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 57.6 If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten Days from the date of submission of the dispute to them, then the matter will be immediately submitted to Contractor's chief operating officer or designee, and the Department's Chief Information Officer. These persons will have ten Days to attempt to resolve the dispute.
- 57.7 If at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Contract and/or its rights and remedies as provided by law.
- 57.8 All disputes utilizing this Dispute Resolution Procedure must be documented in writing by each party and will state the specifics of each alleged dispute and all actions taken. The parties will act in good faith to resolve all disputes. At all three levels described in this Paragraph 57.0 (Dispute Resolution Procedure), the efforts to resolve a dispute will be undertaken by conference between the parties'

respective representatives, either orally, face-to-face meeting, by telephone, or in writing by exchange of correspondence.

57.9 Notwithstanding the foregoing, in the event of the County's infringement of Contractor's intellectual property rights under this Contract or violation by either party of the confidentiality obligations hereunder, the violated party will have the right to seek injunctive relief against the other without waiting for the outcome of the Dispute Resolution Procedure.

57.10 Notwithstanding any other provision of this Contract, the County's right to seek injunctive relief to enforce the provisions of Paragraph 18.0 (Confidentiality) above, will not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of the County's rights and will not be deemed to impair any claims that the County may have against Contractor or the County's rights to assert such claims after any such injunctive relief has been obtained.

58.0 ASSIGNMENT BY COUNTY

This Contract may be assigned in whole or in part by the County, without the further consent of Contractor, to a party which is not a competitor of Contractor, and which agrees in writing to perform the County's obligations under this Contract.

59.0 NEW TECHNOLOGY

Contractor and the County acknowledge the probability that the technology of the software and hardware which comprise the System will change and improve during the Term of this Contract. The County desires the flexibility to incorporate into the System any new technologies as they may become available. Accordingly, Contractor's Project Manager must, promptly upon discovery and on a continuing basis, apprise County's Project Director of all new technologies, methodologies, and techniques which Contractor considers to be applicable to the System. Specifically, upon the County's request, Contractor must provide, in writing, a description of such new technologies, methodologies and techniques, indicating the advantages and disadvantages of incorporating same into the System, and provide an estimate of the impact such incorporation will have on the performance, scheduling and price of the System. The County, at its sole discretion, may request that this Contract be amended to incorporate the new technologies, methodologies, and techniques into the System.

60.0 INTENTIONALLY OMITTED

61.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract will be governed by, and construed in accordance with, the laws of the State of California. 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. For claims that are subject to exclusive federal subject matter jurisdiction, Contractor agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California.

62.0 AUTHORIZATION WARRANTY

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

63.0 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.

64.0 SEVERABILITY

If any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same will be deemed severable from the remainder of this Contract, if practicable, and will in no way affect, impair or invalidate any other provision contained herein. If any such provision will be deemed invalid in its scope or breadth, such provision will be deemed valid to the extent of the scope or breadth permitted by law. If any provision of this Contract is adjudged void or invalid for any reason whatsoever but would be valid if part of the wording thereof were deleted or changed, then such provision will apply with such modifications as may be necessary to make it valid and effective.

65.0 NOTICES

- 65.1 All notices or demands required or permitted to be given or made under this Contract, unless otherwise specified, will be in writing and will be addressed to the parties at the following addresses and delivered: i) by hand with signed receipt, ii) by first class registered or certified mail, postage prepaid, or iii) by facsimile or electronic mail transmission followed within 24 hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid. Notices will be deemed given at the time of signed receipt in the case of hand delivery, three Days after deposit in the United States mail as set forth above, or on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing. Addresses may be changed by either party by giving ten Days prior written notice thereof to the other party.
- 65.2 To the County: Notices must be sent to the attention of County Project Manager and County Project Director as specified in Exhibit E1 (County's Administration) to this Contract.
- 65.3 To Contractor: Notices will be sent to the attention of Contractor Project Manager as specified in Exhibit E2 (Contractor's Administration) to this Contract, with a copy to Contractor Project Director.
- 65.4 Each party may change the names of the people designated to receive notices pursuant to this Paragraph 65.0 (Notices) by giving written notice of the change to the other party, subject to the County's right of approval in accordance with Paragraph 9.3 (Approval of Contractor's Staff) above.

66.0 ARM'S LENGTH NEGOTIATIONS

This Contract is the product of arm's length negotiations between Contractor and the County, with each party having had the opportunity to receive advice from and representation by independent counsel of its own choosing. As such, the parties agree that this Contract is to be interpreted as fair between them and is not to be strictly construed against either as the drafter or otherwise.

67.0 RE-SOLICITATION OF BIDS AND PROPOSALS

- 67.1 Contractor acknowledges that, prior to the expiration or earlier termination of this Contract, the County, in its sole discretion, may exercise its right to invite bids or request proposals for the continued provision of the goods and Services delivered or contemplated under this Contract. The County will make the determination to re-solicit bids or request proposals in accordance with applicable County policies.
- 67.2 Contractor acknowledges that the County, in its sole discretion, may enter into an agreement for the future provision of goods and Services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

68.0 RECYCLED BOND PAPER

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

69.0 FORCE MAJEURE

- 69.1 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 69.0 (Force Majeure) as "force majeure events").
- 69.2 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 is not liable for failure to perform, unless the goods or Services to be furnished by Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 69.0 (Force Majeure), the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.
- 69.3 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.

70.0 NON-EXCLUSIVITY

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

71.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 71.1 Contractor must repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor, its employees or its agents. Such repairs will be made immediately after Contractor has become aware of such damage, but in no event later than 30 Days after the occurrence.
- 71.2 If Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs will be repaid by Contractor by cash payment upon demand or without limitation of all County's other rights and remedies provided by law or under this Contract, the County may deduct such costs from any amounts due Contractor from the County under this Contract.

72.0 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 will, within one Business Day, give notice thereof, including all relevant information with respect thereto, to the other party.

73.0 ACCESS TO COUNTY FACILITIES

Contractor, its employees, and agents, may be granted access to County facilities, subject to Contractor's prior notification to County Project Manager, for the purpose of executing Contractor's obligations hereunder. Access to County facilities may be restricted to normal business hours, 8:00 a.m. until 5:00 p.m., Pacific Time, Monday through Friday, County-observed holidays excepted. Access to County facilities outside of normal business hours must be approved in writing in advance by County Project Manager, which approval will not be unreasonably withheld. Contractor must have no tenancy, or any other property or other rights, in County facilities. While present at County facilities, Contractor's personnel must be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by County Project Manager.

74.0 COUNTY FACILITY OFFICE SPACE

For Contractor to perform Services hereunder and only for the performance of such Services, the County may elect, subject to the County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the applicable County Project Manager at County facilities, on a non-exclusive use basis. The County will also provide Contractor with reasonable telephone service in such office space for use only for purposes of this

Contract. The County disclaims all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

75.0 PHYSICAL ALTERATIONS

Contractor must not in any way physically alter or improve any County facility without the prior written approval of County Project Director, in their discretion.

76.0 INTENTIONALLY OMITTED

77.0 TIME OFF FOR VOTING

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 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 California Elections Code Section 14000.

78.0 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

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

78.2 If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that Contractor or member of Contractor's staff be removed immediately from performing Services under this Contract. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

78.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 78.0 (Compliance with County's Zero Tolerance Policy on Human Trafficking) will not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

79.0 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

Contractor, and its Subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952 and Chapter 8.300 of the County Code (Fair Chance Ordinance for Employers). Contractor's violation of this Paragraph 79.0 may constitute a material breach of this Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract.

80.0 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

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/>). 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. Contractor, its

employees, and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of 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 Contractor to termination of this Contract and other contractual agreements, as well as civil liability.

81.0 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 Proposer/Contractor has assisted in developing or preparing any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of 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 termination of this Contract.

82.0 INTENTIONALLY OMITTED

83.0 INTENTIONALLY OMITTED

84.0 COMPLAINTS

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

84.2 Complaint Procedures

- a. Within 30 Business Days after the Contract effective date, Contractor must provide the County with Contractor's policy for receiving, investigating, and responding to complaints.
- b. The County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- c. If the County requests changes in Contractor's policy, Contractor must make such changes and resubmit the plan within five Business Days for County approval.
- d. If, at any time, Contractor wishes to change Contractor's policy, Contractor must again submit proposed changes to the County for approval before implementation.
- e. Contractor must preliminarily investigate all complaints and notify the County Project Manager of the status of the investigation within two Business Days of receiving the complaint.
- f. 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.

- g. Copies of all written responses must be sent to the County Project Manager within five Business Days of mailing to the complainant.

85.0 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 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 10.0 (Change Notices and Amendments) above, 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.

86.0 MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the Term of this Contract, provide similar software, Service Levels, software models, components, goods or Services under similar terms and conditions to the State of California or any county, municipality or district of the State or to any other state, county or municipality at prices below those set forth in this Contract, then such lower prices must be immediately extended to the County. Any information provided by Contractor pursuant to the provisions of this Paragraph 86.0 i) that is not public and ii) that is deemed as proprietary and confidential by Contractor will be treated by County as Contractor's Confidential Information to the extent permissible by law, provided that Contractor provides County an advance written notice as to such designation. The County will have the right, at the County's expense, to utilize a County auditor or an independent auditor to verify Contractor's compliance with this Paragraph 86.0 by review of Contractor's books and records. Contractor respectfully requests that any documents and information provided by Contractor pursuant to the provisions as to "Most Favored Public Entity" pricing shall be treated by the County as Confidential Information and must not be disseminated in any form to any third party, to the extent allowed by law.

87.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 87.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and must 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.
- 87.2 Contractor certifies to the County each of the following:
 - a. That Contractor has a written policy statement prohibiting discrimination in all phases of employment,

- b. That Contractor periodically conducts a self-analysis or utilization analysis of its work force,
 - c. That Contractor has a system for determining if its employment practices are discriminatory against protected groups, and
 - d. Where problem areas are identified in employment practices, that Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 87.3 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.
- 87.4 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.
- 87.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies must comply with all applicable federal and state laws and regulations to the end that no person must, 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.
- 87.6 Contractor must allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 87.0 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 87.7 If the County finds that any provisions of this Paragraph 87.0 (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. 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 Civil Rights Department or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or state anti-discrimination laws or regulations will constitute a finding by the County that Contractor has violated the anti-discrimination provisions of this Contract.
- 87.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of \$500 for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

87.9 The terms and procedures of this Paragraph 87.0 (Nondiscrimination of Affirmative Action) will also apply to Subcontractors, consultants and partners of Contractor performing Work under this Contract.

88.0 PUBLIC RECORDS ACT

88.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 33.0 (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 except for those documents determined to be non-disclosable or exempt pursuant to California Government Code sections 7921.000 et seq. 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.

88.2 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", Contractor agrees to defend and indemnify the County for all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

89.0 DISCLOSURE OF CONTRACT

89.1 Disclosure

Contractor must not disclose any terms or conditions of, or any circumstances or events that occur during the performance of this Contract to any person or entity except as may be otherwise provided herein or required by law. In the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor must, to the extent allowed by law or such order, promptly notify County Project Director. Thereafter, Contractor must comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor must delay such compliance and cooperate with the County to obtain relief from such obligations to disclose until the County has been given a reasonable opportunity to obtain such relief.

However, in recognizing Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit Contractor from publicizing its role under this Contract under the following conditions:

- a. Contractor must develop all publicity material in a professional manner.
- b. During the Term of this Contract, Contractor must not, and must not authorize another to, publish or disseminate any commercial advertisements, press

releases, feature articles, or other materials using the name or seal of the County or any County department without the prior written consent of County Project Director for each such item.

- 89.2 Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Paragraph 89.0 (Disclosure of Contract) will apply.

89.3 Required Disclosure

Notwithstanding any other provision of this Contract, either party may disclose information about the other that: i) is lawfully in the public domain at the time of disclosure, ii) is disclosed with the prior written approval of the party to which such information pertains, or iii) is required by law to be disclosed.

90.0 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

90.1 County Materials

Contractor agrees that the County, as applicable, will own all rights, title and interest, including all copyrights, patent rights, trade secret rights and other proprietary rights therein, in and to all information, data, plans, schedules including Project Plan and Project Schedule, Departmental procedures and processes, algorithms, diagrams, reports, working papers, documents, training materials, records and any other information or Work Products originated or created solely for the County, as applicable, through Contractor's Work pursuant to this Contract and any County data whether provided by the County or otherwise accessible or generated by Contractor or the Solution, excluding the Work Product and Licensed Software provided by Contractor and related Documentation (collectively "County Materials"). Contractor, therefore, hereby assigns and transfers to County all of Contractor's right, title and interest in and to all such County Materials, provided that notwithstanding such County ownership, Contractor may retain possession of all working papers prepared by Contractor.

During and for a minimum of five years subsequent to the Term of this Contract, Contractor must retain all of Contractor's working papers prepared under this Contract, including to the extent necessary County Materials. The County will have the right to inspect all such working papers, make copies thereof and use the working papers and the information contained therein.

90.2 Transfer to County

The County will have the right to register all copyrights and patents in the name of the County. All material expense of effecting such assignment and transfer of rights will be borne by the County. Further, the County will have the right to assign, license or otherwise transfer all County's right, title, and interest, including, but not limited to, copyrights and patents, in and to County Materials.

90.3 Proprietary and Confidential

All materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use

hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County Project Director as proprietary or confidential, and be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL", if applicable.

Notwithstanding any other provision of this Contract, the County will not be obligated in any way under this Contract for:

- a. Any disclosure of any materials which the County is required to make under the California Public Records Act or otherwise by any state or federal law or order of court, or
- b. Any Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends.

90.4 The County will use reasonable means to ensure that 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 Contractor.

90.5 Notwithstanding any other provision of this Contract, the County will not be obligated to Contractor in any way under Paragraph 90.4 above.

90.6 All the rights and obligations of this Paragraph 90.0 (Ownership of Materials, Software and Copyright) will survive the expiration or termination of this Contract.

91.0 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

91.1 Contractor must indemnify, hold harmless and defend the County from and against 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 U.S. patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's Work under this Contract. The County will inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure and will support Contractor's defense and settlement thereof.

91.2 In the event any 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, Contractor, at its sole expense, and providing that the County's continued use of the System is not materially impeded, must either:

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

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

92.0 DATA DESTRUCTION

If Contractor has maintained, processed, or stored County data and/or information, implied or expressed, Contractor has the sole responsibility to certify that the data and information has 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:

<https://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 County's boundaries. The County must receive within ten Business Days, a signed document from Contractor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and/or indecipherable.

Contractor 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*. Contractor must provide the County with written certification, within ten Business Days of removal of any electronic storage equipment and devices that validates that all County data was destroyed and is unusable, unreadable, and/or undecipherable.

93.0 ELIGIBLE ENTITIES

The County and Contractor agree that Eligible Entities may purchase products or services defined herein under the same terms and conditions as the County, subject to any applicable local purchasing ordinances and laws of the State of California.

For purposes of this Contract, an Eligible Entity is any public law enforcement/public safety agency whose procurement rules, whether internal or enacted pursuant to statute, allow them to purchase goods or services through a procurement vehicle such as this RFP.

The terms and conditions of this Contract will be made available, upon request, to public law enforcement/public safety agencies, "Eligible Entities", upon request.

The County will not be construed as a dealer, re-marketer, representative, partner, or agent of any type, of Contractor. Eligible Entities will be solely responsible for ordering Services and products under this County Contract. Payments for services and products ordered by an Eligible Entity will be the exclusive obligation of such Eligible Entity.

The County will not be obligated, liable, or responsible for any order made by any Eligible Entity or any employee thereof, or for any payment required to be made with respect to such order, and that any disputes between Eligible Entities and Contractor are not the responsibility of the County. The exercise of any rights or

remedies of the Eligible Entities or Proposer will be the exclusive obligation of such parties.

The County makes no representation or guaranty with respect to any minimum purchases by the County, or any Eligible Entity or any employee thereof, under this Contract or any Eligible Entity contract.

Notwithstanding any additional or contrary terms in the Eligible Entity's contract, the applicable provisions of this Contract (except for price, scope of work, product delivery, passage of title, risk of loss to equipment, and warranty conditions) will govern the purchase and sale of the services or products ordered by the Eligible Entities.

94.0 LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM (IF APPLICABLE)

- 94.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the County Code.
- 94.2 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 LSBE.
- 94.3 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 LSBE.
- 94.4 If 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, must:
 - a. Pay to the County any difference between this Contract amount and what the County's costs would have been if this Contract had been properly awarded,
 - b. In addition to the amount described in subdivision (a) above, Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Contract, and
 - c. Be subject to the provisions of Chapter 2.202 of the 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, because of a change in their status would no longer be eligible for certification and fails to notify the State and the Department of Economic Opportunity of this information prior to responding to a solicitation or accepting a contract award.

95.0 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM (IF APPLICABLE)

- 95.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the County Code.
- 95.2 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.
- 95.3 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.
- 95.4 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 must:
- a. Pay to the County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded,
 - b. In addition to the amount described in subdivision (a) above, Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Contract, and
 - c. Be subject to the provisions of Chapter 2.202 of the 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, because of a change in their status would no longer be eligible for certification and fails to notify the Department of Economic Opportunity of this information prior to responding to a solicitation or accepting a contract award.

96.0 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM (IF APPLICABLE)

- 96.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the County Code.
- 96.2 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.
- 96.3 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.
- 96.4 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 must:

- a. Pay to the County any difference between this Contract amount and what the County's costs would have been if this Contract had been properly awarded,
- b. In addition to the amount described in subdivision (a) above, Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Contract, and
- c. Be subject to the provisions of Chapter 2.202 of the County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

96.5 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 Economic Opportunity of this information prior to responding to a solicitation or accepting a contract award.

97.0 COMPLIANCE WITH COUNTY'S WOMEN IN TECHNOLOGY HIRING INITIATIVE

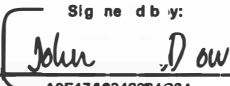
96.6 At the direction of the Board, the County has established a "Women in Technology" (WIT) Hiring Initiative focused on recruiting, training, mentoring and preparing all genders, including women, at-risk youth, and underrepresented populations (program participants) for County Information Technology (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.

98.0 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 \$500 to a County officer for 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 98.0, may be a material breach of this Contract as determined in the sole discretion of the County.

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

NEC CORPORATION OF AMERICA

By:  Sig ne d b y:
A9E17A0346084C9
Its Authorized Representative

Printed Name: John Dow

Title: CFO

Date: 6/15/2026

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

ATTEST:
EDWARD YEN
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By  Digitally signed by Cammy C. DuPont
Date: 2026.06.15 18:13:22 -07'00'
Cammy C. DuPont
Principal Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

FOR

REGIONAL PHOTO SYSTEM (RPS) SOLUTION

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Attachment A.2	Deliverable Acceptance Process
Attachment A.3	Project Control Document
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Attachment A.5	Sample User Screen Mockup

1.0 Introduction

The Los Angeles County (County) Sheriff's Department (Department) desires to implement, throughout the Department, a commercial off-the-shelf (COTS) Regional Photo System (RPS) Solution (Solution). The RPS Solution is "business-critical" for the Department and will replace the Department's existing digital mugshot system known in the County as the Los Angeles Photo Manager (LAPH) system.

The Department houses the Los Angeles County Regional Identification System (LACRIS). This unit's primary objectives are to provide County law enforcement (LE) agencies with access to criminal biometric identity solutions and facilitate the sharing of these records and identity information with federal, state, and local government partners. In like manner, LACRIS has the lead role and responsibility to support and oversee the maintenance of all digital criminal biometric services for the County's participating LE agencies.

2.0 Background

The Department is a LE agency which serves the County, an area totaling approximately 4,084 square miles, with a population of approximately ten million people (2020 U.S. Census). It is the largest Sheriff's department in the world, with approximately 18,000 employees. The Department provides general LE services to 42 contract cities, 153 unincorporated communities, 216 facilities, hospitals and clinics, nine community colleges, the Metropolitan Transit Authority and 38 Superior Courts located throughout the County. The Department also provides services such as laboratories and academy training to smaller LE agencies within the County. Additionally, the Department is responsible for securing approximately 15,000 inmates daily in seven custody facilities, which includes providing food and medical treatment.

LACRIS is part of the State's Department of Justice (DOJ) Cal-ID program. The penal code directs the Sheriff of each county to house and support the Cal-ID program for the State. LACRIS provides biometric identification services for the County's LE community, supporting over 65 LE agencies, which includes both the Department and the Los Angeles Police Department (LAPD). The LAPD, with approximately 9,900 officers, is the third-largest municipal police department in the United States and provides police services to 21 community areas, representing approximately four million residents.

3.0 Legacy System(s) to be Replaced

The RPS Solution is intended to replace all the components and functionality of County's current LAPH and California Facial Recognition InterConnect (CAFRI) systems, plus encompass additional functionality and features [see Exhibit B (Solution Requirements) to the Contract].

Since 2009, LAPH has been the Department's primary electronic mugshot data repository. Access to LAPH is provided to all LE agencies supported by the Department's LACRIS Unit. LAPH is a 24/7 system with more than 13,000 registered users. During peak hours, as many as 350 users concurrently access

this system. The table below provides a detailed number of records/transactions in LAPH and its anticipated growth.

System	Total Records as of 2022	Anticipated Increase in Records per-year	Number of Searches per-year	Anticipated Increase in Searches per-year
LAPH	9,000,000	400,000	200,000	4,000

Since April 2014, the current LAPH provider has implemented a proprietary solution for sharing Facial Recognition (FR) search capabilities between California counties that use the current FR platform. This exchange of information is known as the CAFRI system. Access to CAFRI is provided to all LE agencies supported by the Department's LACRIS Unit. Currently, LACRIS-supported Users perform approximately 1,800 CAFRI searches per year. Additionally, 2,800 CAFRI searches are performed by three neighboring counties per year.

The RPS Solution's Facial Recognition Exchange Network (FREN) is intended to replace and expand the FR search capabilities between California counties by opening it to all LACRIS-approved FR platforms. As a result, LACRIS anticipates many more California-partnered LE counties/agencies connecting to FREN, which will, in turn, increase the number of FR searches between California counties.

Like LAPH and CAFRI, the Solution must be browser-based and available from any computer device that has internet connectivity.

4.0 Project Scope Statement, Goals, and Objectives

When investigating crimes, LE detectives obtain videos and photo stills from various public and private sources, such as closed-circuit television systems (CCTV), cellphone capture, smart doorbell cameras, etc. They will use the RPS Solution as a computerized investigative tool to match subject photos against existing criminal booking photos, using built-in robust algorithms. The RPS Solution will also be used for virtual suspect line-ups, matching scars, marks, and tattoos (SMTs), tracking unresolved subject photos in watchlists, and creating "Be-On-the-Lookout" (BOLO) posters.

4.1 Scope Statement

This procurement requires Contractor to provide and implement a technologically advanced, browser-based and web-enabled RPS Solution, which supports a large number of users simultaneously.

The Solution must be based upon a proven COTS software platform. Contractor must provide all necessary configuration and/or development services during implementation to meet the Solution Requirements outlined in Exhibit B (Solution Requirements) to the Contract. The RPS Solution deployment must include Contractor-provided CJIS-compliant cloud hosting, which will function as both the County's primary data center and the geographically separated secondary data center (e.g., AWS-Gov Cloud). Contractor must provide the direct data communication line between the CJIS-compliant cloud and the County's data centers.

Contractor must provide Professional Services, as needed, including training, during and after implementation at the firm fixed price per Service specified in Exhibit D (Pricing Schedule) to the Contract, when requested to do so by County Project Manager.

Contractor must purchase and facilitate the installation of all virtual hardware, as applicable, and provide ongoing software and virtual hardware maintenance. Upon Final Acceptance, Contractor must provide Maintenance & Support (M&S) and Preventive Maintenance (PM) Services throughout the entire Term of the Contract, including any extension thereof.

4.2 Project Goals and Objectives

The County will receive a perpetual, unlimited User License to use the RPS Solution. Contractor's deployment will be cloud-based. Contractor may offer alternative methods to ensure business continuity of the Solution. The deployed Solution must meet all Solution Requirements outlined in Exhibit B (Solution Requirements) to the Contract.

Contractor must facilitate User and technical training to ensure customer buy-off of the new Solution.

5.0 Success Factors

Contractor's success factors will be considered complete when:

- a. Contractor has successfully transitioned the County to Production status of the RPS Solution,
- b. Contractor has provided User and technical training to select train-the-trainer (T3) subject matter experts, and
- c. Contractor has achieved User buy-off of the new Solution.

Contractor has delivered all User and technical Documentation as well as all Documentation generated during implementation as defined throughout Attachment A.1 (Tasks and Deliverables) to this SOW, and Contractor has received the County's Final Acceptance for the Solution upon successful completion of all Deliverables outlined in Attachment A.1 (Tasks and Deliverables) to this SOW, including the delivery of a 90 Day Warranty Period free from Defects as defined in Paragraph 13.2 of Attachment A.1 (Tasks and Deliverables) to this SOW.

6.0 Project Review

The Project Review is a critical element of the County's Quality Control Plan. All deviations from the original and subsequent versions of the Detailed Work Plan will be documented by both Contractor and County Project Director in a form and format agreed-to by the parties.

- 6.1 Upon such time the cumulative effect of project delays equals 30 Days, a Change Notice will be processed not later than 15 Days following the last observed delay. In like manner, a Change Notice will be processed for each subsequent aggregation of project delays which equals 30 Days. Each Change Notice will

identify the following:

- a. The delayed Task(s),
 - b. Date of delay,
 - c. The reason(s) for each delay, and
 - d. The description of the Work impacted.
- 6.2 Notwithstanding County Project Director's authority to process Change Notices for Project delays and to grant Contractor extensions of time for Work performed in accordance with Paragraph 10.5 (Extensions of Time) of the Contract, upon such time the cumulative effect of Project delays equals 90 Days or more, the County, at the County's sole discretion, will initiate a formal Project Review. The Project Review will be conducted by, though not be limited to, the Department's Office of Technology Planning (OTP) in consultation with County Counsel. In like manner, the County will initiate a formal Project Review for each subsequent 90 Day extension thereafter.
- 6.3 At minimum, both Contractor's Project Director and Project Manager must attend all Project Review meetings, as-needed, pursuant to Paragraph 2.1.4 of Attachment A.1 (Tasks and Deliverables) to this SOW.
- 6.4 Each Project Review may result in all or some the following:
- a. An assessment of the Project's progress to date and the likelihood of future Project success,
 - b. An assessment of accountability for the schedule slippage, quality lapses, and/or other Project issues,
 - c. Recommended remedial actions for continued Work,
 - d. A reset of the Project Schedule, and/or
 - e. Termination of the Contract, in whole or in part.

7.0 Tasks and Deliverables, Summary of Attachment A.1

The Tasks, Subtasks, and Deliverables listed in Attachment A.1 (Tasks and Deliverables) to this SOW, outline the scope of Contractor's Work in establishing a COTS-based Solution. To achieve this, Contractor must provide the following required Services, as further specified in Attachment A.1 (Tasks and Deliverables), to this SOW:

7.1 Project Planning

Develop the Project Control Document (PCD).

7.2 Project Management

Upon the Contract effective date and throughout the entire Term of the Contract, including any extension thereof, and throughout M&S, under the direction of County Project Manager, Contractor must:

- a. Apply requisite technical and management skills, as well as techniques to ensure satisfactory and timely completion of implementation tasks and deliverables,

- b. Establish a Project control and reporting system after Final Acceptance, and
- c. Provide routine and realistic assessments of Solution operations.

7.3 Requirements Review and Gap Analysis

Contractor and the County will analyze Contractor's COTS base software functionality as compared to the Solution Requirements listed in Exhibit B (Solution Requirements) to the Contract, and determine the degree of "fit" between the two. Contractor must document the gaps requiring Contractor development.

7.4 Project Review Point

At the direction of OTP, a Project Review of the Solution Requirements review and gap analysis may be conducted; especially if there are significant changes to the scope and/or Project cost based on the final Solution Requirements.

7.5 Technical Assessment

The Technical Assessment includes an Infrastructure Readiness Assessment in the areas of virtual hardware, network, System management, software and operational readiness (e.g., human resources, facilities, etc.) and the development of a Technical Architecture document.

7.6 Implementation Assessment and Strategies

Contractor, with assistance from the County, must draft strategies for executing the implementation and transition to the Production Environment, based on the findings of the Technical Assessment. The implementation strategies take into consideration the County's organizational and Project constraints, while addressing the County's Solution Requirements.

7.7 Project Review Point

A Project Review of the results of the Technical Architecture and Implementation Assessment may be conducted by the County, at the direction of OTP.

7.8 Design Review of Proposed COTS Solution - Final Design

This is the County Project team's review of Contractor's proposed design. As a result of this review and feedback sessions, Contractor must document any changes that have resulted from the review process and must develop a Final Design for the County approval.

7.9 Project Review Point

If there are significant differences between Contractor's proposed COTS Solution design and the Final Design, OTP, at its sole discretion, may initiate a Project Review of Contractor's Final Design. This will most likely occur if there are any material changes in cost to what Contractor originally agreed to.

7.10 Pre-Production Environment

Contractor must install and configure, as required, the RPS Solution in the System environment, as specified in the Technical Architecture Document and Implementation Assessment Document.

7.11 Contractor's Proposed COTS Solution Programming Modifications – Configurations / Customizations / Interfaces

Contractor must ensure that the Programming Modification effort aligns with the County's original Solution Requirements, as specified in Contractor's proposed COTS Solution and the final Solution Requirements and Design Documentation agreed-to by the parties. At specific points during the Programming Modification process, the County's Project team will review the modifications. These checkpoint reviews determine if the Programming Modification effort is on schedule and meets the County's final Solution Requirements. The fully functional RPS Solution is now defined as Contractor's customized COTS Solution.

7.12 Data Conversion from Legacy System(s)

As part of the Data Conversion process, Contractor must:

- a. Develop a Data Conversion plan,
- b. Perform a test conversion of a sizable representative sample of the County's existing data to test the procedures, and
- c. Upon the County's approval, conduct the initial Data Conversion.

Data Conversion includes the initial full data upload from the legacy system, and multiple incremental data catch-ups covering periods of time from the prior catch-up period, up to Go-Live. This task also requires the inclusion of a one-to-one validation strategy to ensure that records extracted from the legacy system match records imported into the Solution, at both the record and field levels. Contractor must conduct a full Data Conversion and establish an audit trail for all actions taken throughout the Data Conversion process.

7.13 Testing of Contractor's Customized COTS Solution Software

The testing process ensures that all components of Contractor's customized COTS Solution are thoroughly tested and that the Solution consists of high quality and reliable software. The testing process will consider the unique testing requirements of a COTS Solution that is based upon a customized version of Contractor's COTS base software.

7.14 Training and Documentation

The Training and Documentation techniques must be modeled by Contractor to ensure that training is successfully conducted and finalized prior to Final System Acceptance. Contractor must develop all training materials, including T3 guides/handouts for all RPS Users. Contractor must modify existing COTS Documentation to include all RPS Customizations, in support of User operations (manuals). Contractor must also include a problem-solving help desk reference for use by Contractor's and the County's respective Help Desks. Contractor must keep all Solution training and System Documentation updated throughout the entire Term of the Contract, including any extension thereof.

7.15 Transition to Production Environment (Prepare for Go-Live)

As part of transitioning the Solution to Production Environment Contractor must:

- a. Convert the Pre-Production Environment in the primary data center to the Production Environment,
- b. Purge training records from the database and update the Solution with the legacy system's data to the then current state,
- c. Establish the secondary data center as a backup recovery site,
- d. Establish and test the dedicated network communication line between the cloud and County's data center, and
- e. Perform RPS Solution final testing for Solution Go-Live readiness that will require the County's approval.

7.16 Phased Go-Live

Contractor must be on-site for 14 Days, coordinating and supporting the Go-Live and performing the following:

- a. Monitoring the RPS Solution while on-site by documenting/maintaining incident logs,
- b. Analyzing System performance and usage,
- c. Assisting the LACRIS Help Desk with any incoming service calls,
- d. Retrieving data entered by Users in the legacy system daily, and uploading all data, including audit trails, into the Solution,
- e. Coordinating with the County all major Deficiency(ies), and
- f. Monitoring and reporting any and all Solution regression issues and assisting the County in verifying that the Solution meets Final Acceptance Criteria.

7.17 Solution Warranty Period

Contractor must provide 90 Days of Warranty Support starting from the phased Go-Live, in achieving Final Acceptance, up to post-Final Acceptance, demonstrating to the County that Contractor's customized COTS Solution operates defect free.

7.18 Post-Implementation Services

Contractor must provide M&S as specified in Task 14 (Post-Implementation Maintenance and Support [Ongoing]) of Attachment A.1 (Tasks and Deliverables) to this SOW, Paragraph 2.1 (Description) of Exhibit C (Service Level Agreement) to the Contract, PM Services as specified in Paragraph 1.1.12 (Preventive Maintenance Program) of Attachment A.1 (Tasks and Deliverables) to this SOW, and Exhibit C (Service Level Agreement) to the Contract.

7.19 Ongoing Training

At the option of the County, Contractor must provide ongoing Training to RPS Users/County employees, as specified in Task 15 (Post-Implementation Professional Services, As-needed) of Attachment A.1 (Tasks and Deliverables) to this SOW.

8.0 Project Governance

Guidelines for County Project Manager and County Project Team

This project will be overseen and monitored by the following Department staff:

- a. Technology and Support Division Chief,
- b. Project Director - LACRIS Lieutenant,
- c. Project Manager - LACRIS FR Technical Sergeant, and
- d. Project Staff (LACRIS technical support staff).

9.0 Project Assumptions – General

- 9.1 Funding for this Project will be requested during annual appropriations throughout the entire Term of the Contract, including any exercised Option Terms.
- 9.2 The underlying legal and institutional basis for the business functions will not significantly change during this Project.
- 9.3 Throughout the entire term of the Contract, Key members of Contractor's Project team must have sufficient experience so that they can provide practical business expertise in discussions with the County's subject-matter experts, throughout the entire Term of the Contract.
- 9.4 The County must not lose any existing LAPH legacy system functionality or data, including audit history.
- 9.5 All Work must be done at County facilities unless otherwise authorized in writing by County Project Manager.
- 9.6 Contractor's customized COTS Solution will be hosted in a CJIS-compliant cloud environment with a primary data center and a secondary backup recovery site that are geographically separated.
- 9.7 During implementation, Contractor's Project Manager must be assigned full-time to the Solution Project and remain full-time until the first full month after cutover to Production Use Final Acceptance (actual business use).
- 9.8 Deliverables will be reviewed and accepted by the County in accordance with Attachment A.2 (Deliverable Acceptance Process) to this SOW.
- 9.9 Contractor must provide 24/7 Help Desk operations for:
 - a. Rectifying/resolving technical problems with RPS data center functionality, even if it requires coming on-site, and
 - b. Responding to or assisting an individual User's inquiry during evening/night shifts, weekends, and holidays.

10.0 County Responsibilities

- 10.1 The County will provide executive sponsorship and User buy-in.
- 10.2 County Project Manager will provide Project oversight and management.
- 10.3 County Project Manager will coordinate all the activities of, information from, and decisions made by County personnel.
- 10.4 County Project Manager will coordinate obtaining subject-matter expertise on topics where County is responsible.
- 10.5 The County will notify all concerned parties (e.g., Department's data center, leased

- building's loading dock) of expected deliveries by Contractor, upon Contractor's notification to County Project Manager.
- 10.6 The County will provide Contractor reasonable access and/or information pertaining to the legacy system including, but not limited to, data, data structure, and data elements.
- 10.7 County Project Manager will provide clarification on any of the Solution Requirements listed in Exhibit B (Solution Requirements) to the Contract.
- 10.8 The County will provide office space and network connectivity for Contractor to work on-site.
- 10.9 The County will provide, where applicable, the infrastructure, shared network space, and Contractor-User workstations required for Contractor's on-site Work. In order for this responsibility to be met, Contractor must notify County Project Manager of what is required for Contractor, all of which must be agreed to by County Project Manager.
- 10.10 The County will provide:
- a. All User PC workstations,
 - b. Portable electronic devices with browser functionality (e.g., tablet),
 - c. Printers used for printing Documentation/reports from the RPS Solution, and
 - d. Networking connections/capabilities to the end Users.
- 10.11 The County will develop and provide business scenarios to Contractor prior to the gap analysis process described in Paragraph 3.2.3 (Develop Demonstration / Gap Analysis Scripts) of Attachment A.1 (Tasks and Deliverables) to this SOW.
- 10.12 The County will provide to Contractor all information needed to design Interfaces.
- 10.13 County Project Manager will provide oversight, for County and non-County owned and operated Systems, on the design and development of external system Interfaces to/from the Solution.
- 10.13.1 For inbound Interfaces, the County will be responsible for obtaining from the other System contacts, information needed by Contractor in extracting and transforming data from external Systems to comply with the corresponding approved Interface design.
 - 10.13.2 For outbound Interfaces, the County will coordinate with the external System Contractor(s) the mechanism used in receiving the generated, structured Solution data, and then successfully transforming and processing such data, based on the corresponding approved Interface design.
- 10.14 The County will make best efforts to timely review Contractor Tasks and Deliverables, as specified in Attachment A.2 (Deliverable Acceptance Process) to this SOW.

11.0 Contractor Responsibilities

Contractor must, under the direction of County Project Manager, perform all Tasks, and Subtasks, as well as produce all Deliverables as set forth in Attachment A.1 (Tasks and Deliverables) to this SOW, as negotiated and finalized between the parties. Contractor's responsibilities must include, but not be limited to, the following:

- a. Performing Work on-site at County facilities during normal business hours (8 a.m. to 5 p.m. (Pacific Time), Monday through Friday, except County-observed holidays) throughout the entire Term of the Contract, unless prior approval is granted by County Project Manager. County Project Manager must also pre-approve Work performed off-site, when required.
- b. Providing all Project Documentation in accordance with Attachment A.2 (Deliverable Acceptance Process) to this SOW, in a form and format as directed by County Project Manager.
- c. Maintaining all Project Documentation throughout the entire Term of the Contract, including, but not limited to, the Project Control Document (PCD) [see Paragraph 2.0 (Task 2 Ongoing Project Management) of Attachment A.1 (Tasks and Deliverables) to this SOW]. The PCD will require updates, at County Project Manager's instruction during implementation. All Documentation, as well as all versions of the PCD to-date, are subject to review by the County at any time.
- d. Attending meetings with all levels of County personnel. While the number of meetings is not quantified, Contractor is expected to attend all meetings as directed by County Project Manager (e.g., weekly and/or monthly meetings during implementation, LACRIS' quarterly technology sub-committee meeting with participating agencies, etc.), throughout the entire Term of the Contract. County Project Manager will also inform Contractor of any Documentation and/or presentations required in advance of the meeting, such as status reports, demonstrations and/or informational documents. Contractor may require, at the County's instruction, participation from their Subcontractor(s) (e.g., FR algorithm expertise), if applicable.
- e. Ensuring all Contractor employees obtain and prominently display Department-provided identification badges while at any County-designated location that will be on-site pursuant to Paragraph 9.4 (Contractor's Staff Identification) of the Contract, undergo and pass to the satisfaction of the Department, a Security Clearance (aka, background investigation) by the Department's Civilian Background Unit, pursuant to Paragraph 9.5 (Background and Security Investigations) of the Contract.
- f. Provide all required material and equipment to all Contractor staff needed for completing the Services described throughout the Contract. (Contractor assumes all liability for the loss of, and for the safe operating condition of, said equipment.)

- g. Providing, at minimum, one technical employee working on-site at LACRIS' office during regular business hours, for a minimum of three Days per week and 24 hours per work week, unless otherwise agreed-to by the parties, to perform at minimum, the following RPS-related duties:
 - i. Resolving technical problems with data center functionality,
 - ii. Creating new and/or modifying System report designs, and/or aiding LACRIS staff in providing them,
 - iii. Modifying training materials and other RPS Documentation,
 - iv. Coordinating with off-site Contractor staff,
 - v. Running/providing RPS audit reports, as determined and instructed by LACRIS technical staff, and
 - vi. Providing general troubleshooting guidance to Users.
- h. Procuring all Solution virtual hardware and software, including all Third-Party Software Licenses (perpetual) and subscriptions (e.g., FR algorithms).
- i. Providing ongoing post-implementation M&S and PM Services throughout the entire Term of the Contract, as detailed in Exhibit C (Service Level Agreement) to the Contract.

ATTACHMENT A.1

TASKS AND DELIVERABLES

FOR

REGIONAL PHOTO SYSTEM (RPS) SOLUTION

Attachment A.1 - Tasks and Deliverables Regional Photo System (RPS) Solution

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Any item identified as requiring resolution during review, evaluation, or testing of Tasks, Subtasks, or Deliverables under Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work) prior to Final Acceptance that, at the reasonable determination of County Project Manager after consulting with Contractor, materially impacts the System's ability to meet Final Acceptance criteria, Solution Requirements, or security and data integrity obligations under this Contract. Hold Point(s) (as defined in the Contract) must be resolved by Contractor prior to Final Acceptance. Notwithstanding the foregoing, or any other provision in Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work), a Non-Hold Point (as defined in the Contract) will not prevent project advancement in unaffected Tasks, Subtasks, or Deliverables may continue at the sole discretion of County Project Manager, provided Contractor has submitted and County Project Manager has approved a documented remediation plan in the ITL (Issue Tracking Log).

TASKS AND DELIVERABLES

Unless specified otherwise, all Tasks and Subtasks described in this Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work) to the Contract, will be performed by Contractor. Contractor must prepare and deliver all Deliverables described in this Attachment A.1, using the Deliverable numbers and titles indicated. The process for receiving, reviewing, and accepting the Deliverables is provided in Attachment A.2 (Deliverable Acceptance Process) to Exhibit A (Statement of Work) to the Contract.

1.0 Task 1 Project Planning - Project Control Document (PCD)

Each Task to be performed by both Contractor and County staff will be specifically addressed in a Project Control Document (PCD). The PCD must include the general order in which the Tasks and Subtasks will be performed (some Tasks may be conducted in parallel) and the order in which the Deliverables must be produced.

1.1 Develop Project Control Document

Contractor must develop a PCD and provide it to County Project Manager within two weeks following the Contract effective date, or as agreed-to by the parties. Unless otherwise agreed-to by the parties, or required by the County, the contents of the PCD must include at a minimum the following:

1.1.1 Project Scope, Objective, and Critical Success Factors

Contractor must develop a brief statement of the scope, objectives, and critical success factors of the Project. Contractor must review the Project scope, objectives, and critical success factors with County Project Manager, and subsequently update the scope, objectives, and critical success factors, as applicable.

1.1.2 Project Organization, Roles and Responsibilities

Contractor must develop a hierarchical structure depicting the organization of the Project team (including both Contractor and the County), and their reporting relationships, including a description of the primary roles and

responsibilities of the Project team members and any relevant organizational relationships. Contractor must review the Project organization, roles, and responsibilities with County Project Manager, and subsequently update the Project organization, roles, and responsibilities at the direction of County Project Manager, as applicable.

1.1.3 Documentation Requirements

The final form and format of all Documentation and certifications required by Contractor in this Attachment A.1 must be as directed by County Project Manager. Contractor must review the Documentation requirements with County Project Manager and make any agreed-to updates/revisions.

1.1.4 Contractor Assumptions, Updated

All Contractor assumptions specified in Contractor's proposal, or otherwise agreed to by the parties, must be updated by Contractor and reviewed and approved by County Project Manager. Notwithstanding the above, County Project Manager will have sole authority to clarify the County's position regarding Contractor's assumptions. Contractor's revised assumptions must be documented and approved by County Project Manager.

1.1.5 County Assumptions, Updated

All the County assumptions specified in the Contract or otherwise agreed-to by the parties must be reviewed by Contractor. Any issues documented by Contractor will be reviewed by County Project Manager. Notwithstanding the above, County Project Manager will have sole authority to clarify the County's position regarding the County's assumptions. Contractor must document the County's revised assumptions.

1.1.6 Communications Plan

Contractor must develop a communication plan which describes the primary means of communication that will be used throughout the Project among team members. In addition, the plan must discuss document sharing and management. Contractor must review the Communications Plan with County Project Manager and make any agreed to updates/revisions.

1.1.7 Staffing Plan

Contractor must develop a staffing plan which describes how it will meet staffing needs throughout the entire Term of the Contract, as specified in Exhibit A (Statement of Work). The County's expectation is that Contractor's staffing during the various stages of Project implementation and Maintenance & Support (M&S) will differ, excluding Contractor's Project Director, Project Manager and other management positions.

1.1.8 Risk Identification and Management Plan

Contractor must develop a Risk Identification and Management Plan which must include a description of the risk management process, including a

tracking mechanism for potential Project risks, the probability of those risks occurring, potential impact of those risks and risk mitigation strategies. Contractor must review the risk identification and management plan with County Project Manager and make any agreed to updates/revisions.

1.1.9 Quality Control / Management Plan

Contractor must develop a quality control and management plan to assure the County a consistent high level of Service throughout the entire Term of the Contract. Contractor must review the quality control and management plan with County Project Manager and make any agreed to updates/revisions.

1.1.10 Detailed Work Plan

- a. Contractor must develop a detailed work plan for all Tasks detailed in this Attachment A.1 up to Final System Acceptance, including:
 - i. A detailed narrative description of Project Tasks with roles and responsibilities of Project team members (Contractor and the County) by Task, Subtask, and timeframe to complete each Task and any dependencies on other Tasks,
 - ii. Locations of Work (if applicable), and
 - iii. Work Breakdown Structure (WBS) and Project schedule - The WBS and Project schedule must be constructed in Microsoft Project (Tracking Gantt Chart format) and include, at a minimum, the following:
 - Tasks,
 - Subtasks,
 - Deliverable Number,
 - Description,
 - Due date,
 - Milestones achieved,
 - Pay points,
 - Task relationships including where applicable finish to start (FS), start to start (SS), finish to finish (FF), and start to finish (SF), Critical path,
 - Associated or dependent Deliverable,
 - Timeline, and
 - Any other items reasonably required by the County under the Contract.
- b. Contractor must prepare the WBS so that every Task's start/end dates are calculated by Task duration and Task predecessor(s). Work breakdown of Tasks must include the County's review and approval process of all Contractor's Documentation.

- c. Once approved by County Project Manager, the detailed work plan must be baselined, with two additional 'actual start' and 'actual end' dates columns for monitoring each Task/Subtask's progress.
- d. Contractor must provide the WBS as both a Microsoft Project file and PDF file.

1.1.11 Implementation Assessment Document, Draft

The Implementation Assessment Document (IAD), as delivered with the PCD, is considered a draft document that will be updated upon completion of Task 5 (Implementation Assessment Document) of this Attachment A.1. The IAD must include Contractor's draft baseline strategies covering the following topics:

- a. Software Strategy - Configuration/Customization approach,
- b. Virtual Hardware Strategy – Contractor's Virtual Hardware deployment approach,
- c. Test Strategy,
- d. System Interface Strategy,
- e. Security Strategy,
- f. Data Conversion Strategy,
- g. Report Design Strategy,
- h. Business Continuity Strategy,
- i. Documentation Strategy,
- j. Training Strategy, and
- k. Transition to Production Strategy.

1.1.12 Preventive Maintenance Program

Contractor must develop the Preventive Maintenance program in consultation with County Project Manager. The program must at a minimum address the requirements outlined in Paragraphs 3.1 (e) and (f) of Exhibit C (Service Level Agreement) to the Contract to assure the County a consistently high level of software and virtual hardware operations throughout the entire Term of the Contract.

1.1.13 Technology Refresh Implementation Strategy

Contractor must develop the Technology Refresh Implementation Strategy in consultation with County Project Manager. The strategy must be devised to minimize disruption to County operations.

Deliverable 1 - Completed Project Control Document

- a. Project Control Document – DRAFT
- b. Project Control Document – FINAL

Deliverable 1, the Project Control Document, including all attachments, must be reviewed, and approved in accordance with the document review process described in Attachment A.2 (Deliverable Acceptance Process) to Exhibit A (Statement of Work) to the Contract.

2.0 Task 2 Ongoing Project Management

Throughout the entire Term of the Contract, under the direction of County Project Manager, Contractor must apply requisite technical and management skills and techniques to assure satisfactory, timely completion of Project Tasks and Deliverables, and establish a Project control and reporting system which will provide routine and realistic assessments of progress against the approved PCD's detailed work plan. Contractor must competently manage Project activities and resources, and track Project status, including:

2.1 Participate in Ongoing Monthly Project Management

2.1.1 Initiate Project

Within two weeks following the effective date of the Contract, Contractor must review with County Project Manager the Project governance structure (e.g., Project management team, executive steering committee, and advisory committee, etc.), as well as planning and conducting Project kick-off presentations for:

- a. The County's Administration,
- b. Project team and stakeholders, and
- c. Executive steering committee (if requested by County Project Director).

Contractor Project Director and Contractor Project Manager must attend all Project kick-off meetings in-person and on-site. The Department will conduct the County's Administration meeting. Contractor must plan for and conduct all other kick-off meetings, as applicable. County Project Manager will advise Contractor if subsequent meetings after the Project kick-off are required (e.g., executive steering committee).

Contractor must create and provide tailored presentation slides and handouts, as directed by County Project Manager. Contractor must provide County Project Manager with presentation materials three Business Days prior to each scheduled kick-off meeting, and update the materials as directed by the County. Contractor must document the outcome of each Project kick-off meeting for County Project Manager's review and approval and incorporate any new and County-approved information into the PCD.

2.1.2 Participate in Weekly Status Meetings

- a. Contractor must attend and participate in weekly status meetings with County Project Manager and other stakeholders. Unless otherwise approved by County Project Manager, the weekly status meetings will be held on-site, not via teleconference or video conference. Contractor

technical staff may attend the weekly status meeting via video conference. County Project Manager may decide to cancel a particular week's meeting at his or her discretion.

- b. Contractor must prepare agendas for the weekly status meetings, with the advice and consent of County Project Manager. Contractor must provide County Project Manager the meeting agenda and handouts at least two Business Days prior to the scheduled meetings, and make any updates as directed by the County. Contractor must be prepared to discuss, in detail, the status of the Project and any major issues. Contractor must document meeting minutes of major discussion points, action items decisions, and the rationale for each. The document must be in a form and format as approved by County Project Manager. Contractor must deliver the meeting minutes to County Project Manager no later than two Business Days after each meeting.
- c. County Project Manager will review and approve the minutes.

2.1.3 Monthly Status Reports and Meetings

Contractor's Project Director and Project Manager must attend monthly steering committee meetings in-person and on-site. Contractor's Project Director must submit a Monthly Status Report as detailed below:

- a. Contractor's Project Manager must draft agendas for these meetings, with the advice and consent of County Project Manager, including a written status report summarizing progress against the approved detailed work plan (refer to Paragraph 1.1.10 above), together with the most current version of the Issue Tracking Log (refer to Paragraph 2.1.5 below). Contractor must provide County Project Manager the meeting agenda and handouts at least two Business Days prior to the scheduled meetings and update them as directed by the County.
- b. Contractor must provide progress briefings at these meetings. The report must cover all activities for the preceding month. The first monthly report is due one month following the Contract's effective date, unless prior approval for an extension is granted by County Project Manager.
- c. Contractor must take and maintain minutes of major discussion points, decisions, action items, and the rationale for each.
- d. Contractor must submit the monthly status report to County Project Manager for review and approval, three Business Days prior to distribution. County Project Manager will review and approve all monthly status reports.

2.1.4 Project Review Meetings

Contractor must attend all Project review meetings in-person and on-site, as determined by County Project Director and the Department's Office of Technology Planning (OTP).

2.1.5 Issue Tracking Log (ITL) Documentation, Escalation, and Resolutions

Contractor must develop an ITL for tracking Project issues.

- a. The ITL, like the PCD, is a living document requiring maintenance and frequent updates. Contractor must ensure that the ITL is updated as needed. Authorized members of the County and Contractor Project teams will have access to, and be able to print information from, the ITL.
- b. Contractor must submit all updates to the ITL to County Project Manager for review and approval prior to distribution to Project team.

2.1.6 Change Notices and/or Amendments

Any modifications affecting Project administration, Project scope, cost, timing, or risk may require the County approval via Change Notices and/or Amendments as set forth in Paragraph 10.0 (Change Notices and Amendments) of the Contract. Contractor, at County Project Manager's direction, must develop required components (e.g., quotations, specifications) of the Change Notice and/or Amendment, as applicable, at no cost to the County.

2.1.7 Maintain the PCD

Contractor must timely update and maintain the PCD, including the detailed work plan in Microsoft Project as Tasks and Deliverables are completed and/or modified.

2.1.8 Failure to Maintain PCD

County Project Director, at his/her sole discretion, may suspend all Work and initiate a formal Project Review Meeting for Contractor's failure to maintain the PCD where Contractor has been provided advance written notice of such PCD failure and failed to remedy such failure within 14 Days of County Project Director's written notice to Contractor. The Project Review Meeting will be conducted by the Department's OTP in consultation with County Counsel and County Project Director, in accordance with Paragraph 6.0 (Project Review) of Exhibit A (Statement of Work) to the Contract.

2.1.9 Contractor's preparation for and attendance at all required meetings, including all travel related expenses, will be provided at no additional cost to the County.

Deliverable 2 - Ongoing Project Management

Contractor is responsible for Project management throughout the entire Term of the Contract, as part of their business commitment and activities to/with the County. All Project management Documentation under this Task must be reviewed, approved, and accepted by County Project Manager.

3.0 Task 3 Requirements Review and Demonstration / Gap Analysis

The Functional and Technical Requirements (Requirements) review and resultant gap analysis determines the degree of "fit" between Contractor's Proposed COTS

software and the County's Requirements. The County will provide the facilities for conducting the Requirements review, demonstration, and gap analysis sessions.

3.1 Subtask 3.1 - Review Requirements with Key Users

The Solution Requirements will be reviewed by Contractor in conjunction with County Project Manager and key Users identified by County Project Manager.

3.1.1 Contractor must conduct no less than three 4-hour User sessions, and no less than four 4-hour technical feedback sessions to ensure the accuracy and completeness of Contractor's proposed COTS software's specifications. Participants for these sessions will be identified and provided by County Project Manager.

3.1.2 Inconsistencies in the Requirements resulting from the feedback sessions must be documented by Contractor in a Requirements review report that will be reviewed by County Project Manager. The requirements review report must:

- a. List all Requirements where there is an issue/incongruence,
- b. Document the discussion about each issue,
- c. Document the resolution for each issue and where applicable, the updated Requirement, and
- d. Provide a detailed impact statement for each issue.

3.1.3 Inconsistencies that impact the Project must be identified by Contractor and County Project Manager and reviewed by County Project Director.

3.1.4 Inconsistencies that change the Scope of Work or increase cost must be reviewed by County Project Director, OTP, County Chief Information Officer (CIO), Department's Contracts Unit, and County Counsel to determine the severity of the impact.

3.1.5 Inconsistencies, at the discretion of OTP, may trigger a Project Review of the Solution Requirements.

3.1.6 Upon resolution of the inconsistencies, Contractor must create an updated Solution Requirements document, as determined by County Project Manager.

Deliverable 3.1 – Requirements Review

- a. Requirements Reviewed
- b. Updated Requirements Document – DRAFT
- c. Updated Requirements Document – FINAL DRAFT

Deliverable 3.1, (Requirements Review) will be reviewed and approved in accordance with the document review process described in Exhibit A (Statement of Work) to the Contract.

3.2 Subtask 3.2 – Demonstration and Gap Analysis

Contractor must conduct a gap analysis which must include, where applicable, prototyping to assess the fit between Contractor's proposed COTS software baseline functionality and the updated Solution Requirements document – FINAL DRAFT in Deliverable 3.1 above.

3.2.1 Establish a Review / Demonstration Environment

Contractor must create and configure a RPS demonstration environment. Contractor must provide all virtual hardware and software for this demonstration environment at no cost to the County, configured at LACRIS' Norwalk office, Contractor's data center, or CJIS-compliant Cloud. Contractor must be prepared to accommodate a minimum of six subject-matter-expert (SME) gap-analysis participants during the RPS demonstration. RPS demonstration environment components may include, but are not limited to, the following:

- a. Virtual hardware (Central Server),
- b. Software (Operating System, database management system (DBMS), Contractor's Proposed COTS software, and any Third-Party Software),
- c. Client software and access to the service for the Project team and stakeholders,
- d. A representative sample of County data (NIST format) to support the demonstration and gap analysis, as agreed to by the parties,
- e. Audio/visual tools, as necessary,
- f. Network connections, as applicable, and
- g. User manuals and training materials.

3.2.2 Conduct Product Training

Contractor must provide hands-on training on Contractor's proposed COTS software, which will be the basis of this Gap Analysis Task. County Project Manager will identify the gap analysis participants receiving hands-on product training, not to exceed 12 Users including subject-matter experts (SMEs). The purpose of the product training is to familiarize Solution Requirements reviewers and gap-analysis participants with the general navigation, terminology, and functionality of Contractor's Proposed COTS software. Hands-on training must include at a minimum:

- a. Solution overview and navigation,
- b. System concepts and terminology,
- c. Functional overview of each Solution module to be reviewed, and
- d. Training materials and exercises.

3.2.3 Develop Demonstration / Gap Analysis Scripts

3.2.3.1 Three weeks prior to the gap analysis, the County will provide Contractor with the County's business scenarios [refer to Paragraph 3.2.1(d) above]. Contractor must prepare for the gap analysis sessions by developing detailed demonstration / gap analysis scripts.

Contractor must draft an accompanying script summary document which:

- a. Describes County-provided business scenarios,
- b. Describes the script(s) for each business scenario,
- c. Describes how the scripts are organized into functional areas,
- d. Briefly describes each functional area, and
- e. Provides a numbering convention used for the scripts.

3.2.3.2 The demonstration / gap analysis scripts Documentation must be designed to:

- a. Facilitate a detailed step-by-step walkthrough of the County's business scenarios using Contractor's proposed COTS software,
- b. Demonstrate how Contractor's proposed COTS software will be used to support the County's detailed business scenarios,
- c. Confirm and validate the County's business, Interface, reporting, and Data Conversion requirements, and
- d. Identify any additional functional gaps, if any, resulting from the step-by-step walkthrough of the County's business scenarios.

3.2.3.3 Contractor's demonstration session script meetings, with accompanying agenda(s), may be divided by the RPS Solution's Requirements categories (e.g., Mugbook, Lineup, BOLO, FREN, etc.), as mutually agreed-upon by Contractor and the County. Multiple demonstrations may be conducted to cover all of the RPS Solution's functionality. County Project Manager and Contractor Project Manager will mutually agree upon each session's demonstration content and duration, covering at minimum, the following:

- a. Introductory overview and high-level navigation of the COTS software features and functions,
- b. Solution Requirements overview,
- c. How the proposed COTS software will meet the County's Requirements and the County's business scenarios,

- d. Contractor concepts and terminology,
- e. Functional overview of each software module to be reviewed, as applicable,
- f. Contractor's solution for closing each identified gap between the proposed COTS software and the County's Solution Requirements,
- g. Contractor concepts and vision for each Interface to be developed, and
- h. Gap analysis participants' written feedback on issues, concerns, and recommendations.

3.2.3.4 At least three Business Days prior to the scheduled demonstration and gap analysis meeting(s), Contractor must provide County Project Manager the draft agenda, presentation scripts and any other handouts, and if necessary, update documents as directed by the County.

3.2.4 Conduct Contractor's Proposed COTS Software Demonstration / Gap Analysis Sessions

Contractor must plan and conduct the RPS Solution's demonstration / gap analysis sessions, which includes hands-on use by the designated gap analysis participants. Contractor must document session results and submit the results to County Project Manager no later than three Business Days after completion of each session. Upon completion of all sessions, Contractor must leave the installed demonstration environment intact, for a minimum of one month, to assist County SMEs with further Requirements verification.

3.2.4.1 Documentation for each session must be comprised of the following:

- a. Requirements matrix indicating whether each Requirement represents a:
 - i. Fit – Contractor's baseline proposed COTS software is demonstrated to fully meet the County's requirement out-of-the box. Contractor must document how Contractor's Proposed COTS software is used to meet the requirement,
 - ii. Partial Fit – Contractor's baseline proposed COTS software can be demonstrated to meet only part of the County's requirement. Contractor must document how Contractor's proposed COTS software is used to meet the requirement and describe the functional gap and means for resolution, or

- iii. Gap – Contractor’s baseline proposed COTS software cannot be demonstrated to meet the County’s requirement. Contractor must document the gap, to identify alternatives [e.g., configuration, software development, business process change, or a combination of alternative (as approved by County Project Manager)].
- b. Recommended Solution Configurations (e.g., table-driven, User Interface, security, and workflow) to support the County’s requirements,
- c. Recommended Programming Modifications to support the County’s requirements (e.g., Configuration, Customization development / programming, System Interfaces),
- d. Impacts of recommended business process changes, as applicable (e.g., new policies / procedures need to be developed, changes to business processes, etc.), and
- e. Updated ITL (refer to Paragraph 2.1.5 above) that includes a brief description, target date for resolution, action plan, and party responsible.

All Documentation will be reviewed and approved by County Project Manager in accordance with the process outlined in Exhibit A (Statement of Work) to the Contract.

3.2.5 The Gap analysis report must be fully documented by Contractor, and must at a minimum include:

- a. County business scenarios,
- b. Demonstration / gap analysis scripts,
- c. Demonstration / gap analysis session Documentation,
- d. Description of each gap identified, alternatives and/or a recommendation for addressing each identified gap,
- e. Concept description for each required software Customization resulting from the gap analysis, that describes the functionality of the Customization,
- f. Impacts to business operations – Describe each impact and recommended course of action for each, and
- g. Recommendations for successfully proceeding with the Project.

The gap analysis report must be reviewed and approved by County Project Manager. Contractor must make any revisions specified by County Project Manager.

3.2.6 Programming Modifications/Changes Document

Based on the gap analysis report, Contractor must produce a Programming Modifications document which includes a recap of Programming Modifications needed to meet the Solution Requirements, as well as any additional Customizations, Configurations, and Interfaces identified in the gap analysis report (refer to Paragraph 3.2.5 above) that were not previously identified by Contractor.

3.2.6.1 Contractor and County Project Manager will verify and assess impacts to business operations and the detailed work plan based on the findings within this report.

3.2.6.2 Additional Programming Modifications not previously identified by Contractor, if any, must be executed by Contractor at Contractor's sole expense, and will not be billable to the County.

3.2.6.3 Notwithstanding the foregoing, additional requirements identified by the County that were not part of the County's original published Requirements which result in additional implementation costs, will require a formal executed Change Notice to the Contract issued by the County to Contractor for Optional Work, utilizing Pool Dollars, in accordance with Paragraph 10.2 (Change Notices) and Paragraph 3.3.4 (Optional Work) of the Contract.

3.2.6.4 Contractor must update the PCD and corresponding detailed work plan to reflect the revised Requirements.

3.2.7 Final Requirements Document

As a result of this Task, Contractor must submit to County Project Manager an appended draft Solution Requirements document for review and subsequent approval. Contractor must make any revisions specified by County Project Manager. Once approved, the appended Requirements document will become the Final Requirements document.

The Final Solution Requirements document replaces all previous versions. Notwithstanding, Contractor must maintain a document catalogue of all approved prior versions of the Requirements document.

3.2.8 Project Review Point – Requirements and Gap Analysis

At this point, at the direction of County Project Director, as reviewed in conjunction with OTP, a Project Review of the results of Task 3 (Requirements Review and Demonstration/Gap Analysis) may be conducted at the County's sole discretion.

Deliverable 3.2 – Completed Requirements Review and Demonstration / Gap Analysis

- a. Demonstration / Gap Analysis Environment
- b. Product Training

- c. Script Summary Document Draft
- d. Script Summary Document Final
- e. Gap Analysis Scripts
- f. Solution Demonstration / Gap Analysis Sessions
- g. Gap Analysis conducted
- h. Gap Analysis Report – Draft
- i. Gap Analysis Report – Final
- j. Proposed Changes Document – Draft
- k. Proposed Changes Document – Final
- l. Final Requirements Document – Draft
- m. Final Requirements Document – Final

Deliverable 3.2, Completed demonstration and gap analysis Documentation will be reviewed and approved in accordance with the document review process described in Attachment A.2 (Deliverable Acceptance Process) to Exhibit A (Statement of Work) to the Contract.

4.0 Task 4 Infrastructure and Technical Assessment

Contractor must conduct an infrastructure and technical assessment of the County's readiness to implement Contractor's pending Solution.

4.1 Subtask 4.1 – Infrastructure Readiness Assessment

Contractor must conduct assessments in the areas of virtual hardware, network, System management, software, and operational readiness (e.g., human resources, facilities, etc.).

- 4.1.1 Contractor must specify the type of technical information required of the County for Contractor to implement Contractor's pending Solution, including at minimum Contractor's proposed COTS software, Data Conversion storage as well as virtual hardware and all other components that will comprise the RPS Solution.
- 4.1.2 Contractor must develop an Infrastructure Readiness Assessment Document that:
 - a. Identifies incompatibilities that may affect the timely and successful implementation of the RPS Solution, including Contractor's ability to meet the System Performance requirements [refer to Attachment C.4 (Solution Response-Time Requirements) to Exhibit C (Service Level Agreement) to the Contract]. Incompatibilities may include, but not be limited to, any issues associated with virtual hardware, LAN/WAN, software, desktop devices (e.g., workstations, laptops, etc.), operations management, and the help desk, and

- b. Recommends corrective actions or site modifications required by the County.

The Infrastructure Readiness Assessment document will be reviewed and approved by County Project Manager. Contractor must make any revisions specified by County Project Manager.

4.2 Subtask 4.2 - Technical Architecture Document

4.2.1 Contractor must develop a technical architecture document (TAD) which describes the various technical environments and how they are to be deployed to support implementation of Contractor's proposed COTS software. Contractor's TAD must account for the County's desire to implement the Solution in the Cloud and create a geographically separated secondary Cloud site for passive failover of the RPS Production Solution. The list of the technical environments may include, but not be limited to, the following:

- COTS RPS Solution Development: Installing Contractor's base COTS RPS software and developing software Programming Modifications (Configurations, Customizations, Interfaces), System reports, and dashboard monitoring,
- Legacy Data Conversion,
- Integrated System Testing,
- Operational Readiness Testing,
- User Acceptance Testing (UAT),
- Performance Testing,
- User Training,
- Pre-Production Environment: Perform the System performance load test, and apply and test all patches, updates and upgrades to the baseline software, prior to Go-Live,
- Disaster Recovery/Backup Environment (Secondary Cloud site),
- Production Environment (Primary Cloud Site), and
- Post-Production Test Environment: Testing of patches, updates, and upgrades, interface modifications and other Solution modifications prior to migrating them to the Production Environment.

4.2.2 Preliminary Production Software and Virtual Hardware Configuration and Specifications

Using Attachment A.4 (Virtual Hardware and Software Delivery List and Specification Sheet) to Exhibit A (Statement of Work) to the Contract, Contractor must use the TAD, if necessary, to resize and define the software configuration and specifications that will be established for Production Use, as applicable. This task must be completed in conjunction with the infrastructure readiness assessment described in Paragraph 4.1 (Infrastructure Readiness Assessment) above. The configuration and

specifications must be updated as the Production criteria are fully established.

4.2.3 Virtual Hardware and Operating System Software for Secondary Data Center Site

Using Attachment A.4 (Virtual Hardware and Software Delivery List and Specifications Sheet) to Exhibit A (Statement of Work) to the Contract, Contractor must use the TAD, if necessary, to resize and define the virtual hardware and software configuration and specifications that will be established for Production Use, as applicable. This task must be completed in conjunction with the infrastructure readiness assessment described in Paragraph 4.1 (Infrastructure Readiness Assessment) above. The configuration and specifications must be updated as the Production criteria are fully established.

4.2.4 Database Management System

Contractor must include in the TAD, information about the database management system underlying Contractor's proposed COTS software.

4.2.5 Contractor's Quality Control, TAD

Contractor must describe their approach for monitoring System performance and administration, including business continuity (e.g., backup and recovery, failover/failback), dashboard monitoring, incident tracking, and Contractor's User support.

Contractor must submit the TAD draft to County Project Manager for review and approval. Contractor must make any revisions specified by County Project Manager.

Deliverable 4 – Completed Infrastructure and Technical Assessment

- a. Infrastructure Readiness Assessment Document – DRAFT
- b. Infrastructure Readiness Assessment Document – FINAL
- c. Technical Architecture Document – DRAFT
- d. Technical Architecture Document – FINAL

Deliverables 4.1 and 4.2, Completed Infrastructure and Technical Assessment documentation must be reviewed and approved in accordance with the document review process described in Exhibit A (Statement of Work) to the Contract.

5.0 Task 5 Implementation Assessment Document

This Task 5 includes the strategies for Contractor's Customized COTS Solution's implementation and transition to Production, which are based on the findings of the Final Solution Requirements document (Task 3), and the Infrastructure and Technical Assessment (Task 4). These implementation strategies form a critical component of the PCD (Task1). The implementation strategies must take into consideration County's organizational and Project constraints, while addressing the County's Final Solution Requirements. Contractor must submit a draft of each of the

implementation strategies (Paragraphs 5.1.1 through 5.1.10 below) for County review and approval as they are prepared.

This Task 5 culminates with the creation of a comprehensive final IAD. The final IAD must open with an Executive Summary that includes key findings and recommendations, and must include the following strategies and plans:

5.1 Implementation Strategy, Updated

5.1.1 Software - Contractor's COTS software Programming Modifications - Customization / Configuration Approach, Updated

Contractor must specify and document the approach and processes for designing and developing the Programming Modifications identified in the gap analysis report (refer to Paragraph 3.2 above), and must include:

- a. The County's verification of software Programming Modifications,
- b. Design approach,
- c. Development methodology,
- d. Software version control,
- e. Quality assurance, and
- f. Phasing/sequencing considerations.

5.1.2 Virtual Hardware – Contractor's Virtual Hardware Deployment Approach, Updated

Contractor must specify and document their approach and processes for delivery, set-up, installation, and configuration of all virtual hardware components, as applicable, for the Department's Data Center Site, as follows:

Network connectivity for the RPS Cloud Environments and the Department's Data Center, itemized in the TAD, including the dedicated communication line and secondary VPN line.

5.1.3 Test Strategy, Updated

Contractor must specify and document the strategy, approach, and processes for testing the customized Solution during Task 12 [refer to Paragraph 12.1 (Final Testing of Completed Production Solution: Setup and Certification) below], including:

- a. Unit Component Test

These tests are conducted during the development process by Contractor to ensure all the Solution's unit components function as specified.

b. Data Conversion Test

These tests are conducted to make certain all data converted from the legacy system complies with Contractor's proposed Data Conversion routines, as well as to assure the County that no County data was "dropped" or lost during the conversion process.

c. Integrated System Test

These tests are conducted to make sure all the components/modules/interfaces work together and are complete, integrated, error free and meet the final Requirements and specifications. If a modification or correction is needed, Contractor must conduct regression testing to all affected components to ensure there is no adverse impact on other components or modules [refer to Subtask 9.1 (Final Test Plan) below] and provide a roll-back feature to guard against System failure.

d. Operational Readiness Test, Updated

These tests are performed at the final stage of testing in conjunction with the County's LACRIS team at the LACRIS Norwalk office and no more than five RPS agency locations designated by County Project Manager. These tests will also confirm the Solution's readiness for production including software installation and configuration, database backup, database recovery, rollback, failover, reliability, System performance, security, and where necessary, perform regression testing. It also tests the County's Business Continuity Strategy (Disaster Recovery) [refer to Subtask 9.1 (Final Test Plan) below].

e. User Acceptance Test (UAT)

The UAT ensures that Contractor's Solution meets all the Final Solution Requirements. These tests are generally performed by County stakeholders after RPS Training (refer to Task 10 below), and during Transition to Production (refer to Task 12 below). Contractor must observe and document all bugs, offer proposed remedies, as well as identify any discovered enhancements. UAT will occur centrally at the LACRIS Norwalk office, together with not more than five RPS agency locations, as designated by County Project Manager.

f. Performance Test

Tests the performance of Contractor's Customized COTS Solution in relationship to the County's Final Solution Requirements [refer to Exhibit B (Solution Requirements) to the Contract]. This test should ensure that Contractor's proposed COTS Solution meets all response-time Requirements when deployed to all Users and its use during peak workloads [refer to Attachment C.4 (Solution Response-Time Requirements) to Exhibit C (Service Level Agreement) to the Contract]. Contractor must specify the configuration(s) and load

performance tools that will be used for verifying System Performance Standards [refer to Subtask 9.1 (Final Test Plan) below].

5.1.4 System Interface Strategy, Updated

Contractor must specify and document the strategy, approach, and processes (and toolsets, if applicable) for designing, developing, testing, and certifying inbound and/or outbound System Interfaces to meet the final draft Requirements specified in Exhibit B (Solution Requirements). The System Interface Strategy [refer to Subtask 9.1 (Final Test Plan)] must include:

- a. An inventory of System Interfaces that identifies whether it is inbound only, outbound only, bi-directional, or link with no data integration,
- b. The mode (real-time update vs. batch file),
- c. The frequency at which the Interface needs to be run,
- d. Toolsets to be used, if applicable,
- e. Standards and formats for Interface designs,
- f. The type of data that is being interfaced,
- g. A listing of the target or source systems and whether testing prior to Go-Live is achievable, based on each source system's testing capability,
- h. The approach to source system modifications if necessary and known, where Contractor must work with the source system proprietor,
- i. Data Conversion Process and/or routines built into the Interface for converting inbound and/or outbound data, as applicable,
- j. Certification Process, and
- k. Acceptance Criteria.

5.1.5 Security Strategy, Updated

Notwithstanding the County and Department's security requirements specified in Attachments C.1 – C.4 to Exhibit C (Service Level Agreement) to the Contract, Contractor must specify a strategy to implement the security requirements stated in sub-sections "Image Management", "Line-Up", "Reporting" and "Technical" of Exhibit B (Solution Requirements). The strategy must include the recommended Acceptance Criteria to validate the implementation.

5.1.6 Data Conversion Strategy from Legacy System, Updated

The system being replaced is identified in Paragraph 3.0 (Current System(s) to be Replaced) of Exhibit A (Statement of Work) to the Contract. This Paragraph provides details to Contractor's industry best-practices approach

to cleansing and converting legacy data using the Extract-Transform-Load (ETL) process.

Contractor must identify the following:

- a. Review data cleansing requirements identified in the TAD, and provide written cleansing recommendations to the County on how the unnecessary or damaged records/data will be handled during the conversion,
- b. The approach and processes (and toolsets, if applicable) for designing, developing, testing and certifying conversion routines to meet the Data Conversion processes required to capture all legacy system data and audit history,
- c. Standards and format for conversion designs,
- d. Data types,
- e. Estimated volume and extent of historical information to be converted,
- f. The approach for the following processes:
 - i. Data mapping,
 - ii. Data extraction methodology and specifications/preparation,
 - iii. Data extraction,
 - iv. Data staging,
 - v. Data cleansing, and
 - vi. Data validation,
- g. Inventory and description of Data Conversion reports to be developed,
- h. Data Conversion catch-up before Go-Live protocols,
- i. Certification process, and
- j. Acceptance Criteria.

5.1.7 Contractor must purge all test data from the RPS Solution Environment generated up to Go-Live for both the primary and secondary data centers.

Report Design Strategy, Updated

Contractor must specify and document:

- a. The approach and processes for addressing the County's reporting requirements, hard copy and electronic, for all applicable requirement categories,
- b. The approach for modifying predefined COTS RPS reports or designing/developing new System reports not in the COTS RPS, all as part of the RPS Solution. This approach will include the steps

necessary for report testing necessary to meet the Solution Requirements,

- c. Toolsets used, if any,
- d. An inventory of pre-defined reports that identifies whether the report exists in the COTS software, if it exists with modifications, or new, on-demand or scheduled during non-peak hours, the frequency that the report needs to be generated, the type of information to be provided, the target audience/distribution list, and a brief description of how the report will be used, and
- e. Methods for User to save a report design with established parameters.

5.1.8 Business Continuity Strategy (Disaster Recovery), Updated

The RPS Solution is a business-critical System requiring 24/7 operations. Contractor must update, if necessary, the Business Continuity Strategy (BCS) (Disaster Recovery) from the PCD [refer to Paragraph 1 (Project Planning-Project Control Document (PCD) above], in consultation with County Project Manager. The BCS must address the Solution Requirements outlined in Paragraph 4.4 (Business Continuity Strategy (Disaster Recovery) of Exhibit C (Service Level Agreement) to the Contract. The BCS at minimum must include, but not be limited to, the following:

- a. Full System Solution including site redundancy at primary and secondary sites,
- b. Secondary data center management, including high availability and fault-tolerant physical facilities,
- c. Network management for local and wide-area Networks,
- d. System management by means of a dashboard, including the operation, monitoring and management of the systems and equipment required for operations,
- e. Database redundancy, management, and administration,
- f. System backup, including restoring Software tools and procedures, and
- g. Communication tools for notifications (automatic and manual) to the LACRIS help desk and Users, and guidelines.

5.1.9 Training and Documentation Strategy, Updated

Contractor must specify and describe:

- a. The approach and processes for technical and User training, including:
 - i. Targeted training groups,
 - ii. Number of courses, and
 - iii. Estimated maximum number of participants per course.

- b. Procedures, roles, and responsibilities between Contractor and the County for administering the training environment,
- c. Virtual hardware/software specifications for the training environment, as applicable,
- d. Logistics that the County will need to organize training courses (classrooms, material distribution, User list),
- e. The development of the Systems administration and operations manual,
- f. The development of the User reference manual, training materials and exercises,
- g. A preliminary training curriculum based on the County's final draft Solution Requirements document,
- h. Certification process, and
- i. Acceptance criteria.

5.1.10 Transition to Production: Production Cutover Strategy, Updated

This strategy describes the approach for data migration from the legacy system for the Pre-Production environment. This strategy describes the Solution's deployment and integration (with external systems and data, if any), along with the processes for communicating and facilitating the transition to Contractor's Customized Solution in Production operations. This strategy must first be utilized for the Operational Readiness Testing and then for the full-scale Production cutover after successful User Acceptance Testing.

Utilizing the TAD and Infrastructure Readiness Assessment [Deliverable 4 (Completed Infrastructure and Technical Assessment)], Contractor must refine Deliverable 4 to create a comprehensive Solution Migration Strategy document which includes a work breakdown structure and master timeline for migrating the legacy system to Contractor's Customized Solution, which must include, but is not limited to:

- a. Virtual server installation requirements for the secondary data center identified in Attachment A.4 (Virtual Hardware and Software Delivery List and Specification Sheet) to Exhibit A (Statement of Work) to the Contract, if required,
- b. Migration strategy: Activities, events, and resources required to migrate from the legacy system to Contractor's proposed COTS Solution,
- c. A readiness checklist (which, at a minimum, includes all items listed in Paragraphs 5.1.1 – 5.1.10 above) and final Implementation Assessment which should include the following processes and checklists for implementation:

- i. Software readiness checklist,
 - ii. Virtual server readiness checklist (secondary data center only),
 - iii. External Interface readiness checklist,
 - iv. Security readiness checklist,
 - v. Data Conversion readiness checklist,
 - vi. Report design readiness checklist,
 - vii. Business Continuity (Disaster Recovery) readiness checklist,
 - viii. Training and Documentation readiness checklist,
 - ix. System Configuration checklist,
 - x. Transition to Production readiness checklist, and
 - xi. Organizational readiness checklist.
- d. Phased Implementation Strategy including:
- i. A minimum two-week phased implementation, where Users can Work in either the legacy system or RPS. If no Deficiencies occur during this period, Users will be locked out of the legacy system,
 - ii. All legacy Data Conversion catch-up to Solution, occurring daily during off-peak hours, and
 - iii. Built-in training tools (e.g., streaming video) or on-line orientation training for all Users.
- e. A fallback plan to return to the legacy system in case rollout causes major Deficiencies that Contractor cannot remediate timely, and a redeployment plan after resolving major Deficiencies [as specified in Exhibit C (Service Level Agreement) to the Contract],
- f. Approach to configuring User roles (e.g., mapping specific functions to specific roles, and specific roles to individuals),
- g. An approach for User support during phased Production Cutover,
- h. Certification process, and
- i. IAD Acceptance Criteria.

The implementation assessment document will be reviewed and approved by County Project Manager. Contractor must make any revisions specified by County Project Manager.

Project Review Point – Technical Architecture and Assessment

At this point, at the direction of the OTP, a Project review of the results of Task 4 (Infrastructure and Technical Assessment) and Task 5 (Implementation Assessment Document) may be conducted by the County.

Deliverable 5 – Completed Implementation Assessment Document

- a. Implementation Assessment Document – Draft
- b. Implementation Assessment Document – Final

Deliverable 5, Completed Implementation Assessment Document will be reviewed and approved in accordance with the document review process described in Attachment A.2 (Deliverable Acceptance Process) to Exhibit A (Statement of Work) to the Contract.

6.0 Task 6 Design Review of Contractor's Customized COTS Solution, Final Design

6.1 Update the Review / Demonstration Environment

Contractor must update the Review / Demonstration Environment COTS software installed for the gap analysis (refer to Paragraph 3.2.1 above), as applicable, and load an additional sample of legacy system data (refer to Paragraph 5.1.6 (Data Conversion Strategy from Legacy System) above) as necessary, to support the design review.

6.2 Contractor's Customized COTS Solution Design Review

Contractor must conduct a design review of the proposed Programming Modifications to Contractor's COTS software with key Users, based on the identified gaps. The design review will be with County Project Manager as well as key Users identified by the County. A minimum of three User feedback sessions and four technical feedback sessions of four hours each must be presented by Contractor at a County-defined location to ensure the accuracy and completeness of Contractor's proposed Programming Modifications. County Project Manager reserves the sole right to cancel or reduce the number of feedback sessions needed at any time. These feedback sessions must include:

- a. A review of the COTS software data model (pre-Customization),
- b. A live demonstration of Contractor's COTS software, where available; Contractor must provide all virtual hardware and software for this demonstration, at no cost to the County,
- c. A review of the mockup or storyboard design drawing of the proposed data model post-Customization (if no live demonstration is available),
- d. A review of the mockup or storyboard design drawing of the proposed User Interface(s) (if no live demonstration is available),
- e. A review and discussion of the Data Conversion plan and timing, including a discussion on audit information conversion, and
- f. A review of the County's System performance requirements, including Contractor's affirmation as to how the performance requirements will be met.

6.3 Final Design document

As a result of these feedback sessions, Contractor must:

- a. Update Contractor's proposed Programming Modifications to Contractor's COTS software and create a final design document which provides design details for the RPS Solution specifications, processes, functional hierarchy, and data models. The final design will serve as the foundational document for Contractor's actual Customization effort (refer to Task 7 below).
- b. Provide detailed narrative descriptions of processes, and mockups or storyboard drawings of the User Interface(s) and all applicable User Interface(s) actions.
- c. Additionally, document:
 - i. Contractor's COTS existing software components that require Customization (e.g., programming required),
 - ii. New Solution components (non-existent in the COTS software) that need to be Customized (e.g., programming required),
 - iii. Contractor's proposed COTS Solution's areas that require Configuration only. Configuration areas may include table-driven access to application areas, User Interface Configurations, security and User ID Configuration, and workflow Configuration, and
 - iv. Any additional requirements identified by the County during the gap analysis or during the design review feedback sessions, that were not part of the County's original published Requirements which may result in additional implementation costs [these Programming Modifications may require a formal executed Change Notice to the Contract issued by the County to Contractor for Optional Work, utilizing Pool Dollars, in accordance with Paragraphs 10.2 (Change Notices) and 3.3.4 (Optional Work) of the Contract].
- d. Document the Solution Requirements that are impacted by:
 - i. All proposed Programming Modifications,
 - ii. Proposed Interface, identifying the Interface(s),
 - iii. Federal, State, or other compliance standards, identifying the standard(s),
 - iv. The System Performance Standards [refer to Attachment C.4 (Solution Response-Time Requirements) to Exhibit C (Service Level Agreement) to the Contract], identifying the standard(s).
- e. List each Licensed Software product used to implement the RPS Solution which is not listed on Attachment A.4 (Virtual Hardware and Software Delivery List and Specification Sheet) to Exhibit A (Statement of Work) to the Contract. Identify each product as 'proprietary' or by Third-Party Software's name. Identify each product's software version number and manufacturer,

- f. Include complete workflows which include the new functionalities for all User and administrative functions,
- g. Include details on the RPS Solution's database design, Interface design, and equipment installation drawings.

The updated Final Design Document will be reviewed and approved by County Project Manager. Contractor must make any revisions specified by County Project Manager.

6.4 Define and Evaluate Changes to Contractor's Proposed COTS Solution Design

- 6.4.1 Contractor must document the differences and changes between Contractor's original proposed COTS Solution design, shown in the gap analysis report and the final design document, as applicable. Documentation must include detailed information by item, including itemizing any additional costs Contractor asserts for the RPS Solution.
- 6.4.2 Any agreed-to changes impacting costs may result in a formal Change Notices issued in accordance with the change process specified in Paragraph 10 (Change Notices and Amendments) of the Contract, at the County's sole determination.
- 6.4.3 Contractor must remove from the final design document any changes to the RPS Solution requiring additional costs that County Project Director, at his/her sole discretion, does not agree to. Contractor must submit the revised final design document to the County Project Manager for review and approval.
- 6.4.4 The PCD must be updated to reflect the revised final draft Solution Requirements and corresponding Project plan.

6.5 Project Review Point – Customized COTS Solution / Design and Final Design

At this point, at the direction of OTP, a Project review of the results of Task 6 may be conducted by the County.

Deliverable 6 - Completed Customized COTS Solution Design Review and Final Design

- a. Final Design Document – Draft
- b. Final Design Document – Final

Deliverable 6, Completed Customized Solution Design Review and Final Design will be reviewed and approved in accordance with the document review process described in Attachment A.2 (Deliverable Acceptance Process) to Exhibit A (Statement of Work) to the Contract.

7.0 Task 7 Pre-Production Environment and COTS Solution Programming Modifications (Customization/Configuration)

While the County is not responsible for the Programming Modifications effort (Customizations, Configurations, etc.), the purpose of this Task is to assist

Contractor in ensuring that the Program Modifications effort is timely completed in satisfaction of the Requirements specified in Contractor's Customized COTS Solution, and the agreed-to final design.

7.1 Subtask 7.1 – Establish the Pre-Production Environment

Contractor must establish the Pre-Production environment based on the specifications in the TAD (refer to Paragraph 4.2) and IAD (refer to Paragraph 5.1), and more specifically, the Performance Testing configuration recommendations contained in the TAD [refer Paragraph 4.2 (Technical Architecture Document)].

As agreed-to by the parties, the pre-Production environment will be used to execute the Solution Programming Modifications and will later serve as the Production Environment. County Project Manager and County data center manager, with the concurrence of Contractor's Project Manager, will specify the roles and responsibilities of the parties to deliver, install, and configure all components and network protocols for the pre-Production environment, which includes, as applicable:

- a. Virtual System hardware, infrastructure, and physical facilities,
- b. Operating Software, database management system, network, and virtualization,
- c. Network connectivity required within the scope of this Project,
- d. Access controls as appropriate for authorized Contractor and County Project team members to install, configure, maintain, and use the Application Software and middleware,
- e. Baseline Customized COTS Solution,
- f. Baseline Configuration,
- g. Installation and configuration of Facial Recognition, and Scars, Marks and Tattoos (SMTs) Algorithms,
- h. Any required Third-Party Software or toolsets,
- i. Establishing and testing RPS System Interfaces,
- j. Processes and mechanisms for security administration, including applicable integration with network security, workstation sign-on, and data center security,
- k. Processes and mechanisms for integration and change control, including controlled migration of Software, data, User profiles, etc. from one environment to another, and change-control procedures,
- l. Processes for database administration,
- m. Backup and recovery operations,
- n. Processes for performance monitoring,
- o. Processes and mechanisms for incident tracking and troubleshooting,
- p. Scheduled offline processes,

- q. Loading and configuring data and components, including:
 - i. Converted data,
 - ii. Entering initial User ID's,
 - iii. User Profiles, and
 - iv. Security, and
- r. Testing User accounts.

Deliverable 7.1 – Pre-Production Environment Established

Pre-Production environment configuration and Documentation must be reviewed and approved by County Project Manager.

7.2 Subtask 7.2 – Execute COTS Solution Programming Modifications

- 7.2.1 Contractor must customize the COTS Solution. The Customization process must be based on the agreed-to (by Contractor and County Project Manager) Final Requirements Document (Paragraph 3.2.7 above) that incorporates:
 - a. Completed Requirements review and gap analysis (refer to Subtasks 3.1 and 3.2),
 - b. TAD (refer to Paragraph 4.2 above),
 - c. Final Implementation Assessment Document (Task 5), including:
 - i. System Interface Strategy (refer to Paragraph 5.1.4 above),
 - ii. Security Strategy (refer to Paragraph 5.1.5 above),
 - iii. Data Conversion Strategy from legacy system (refer to Paragraph 5.1.6 above),
 - iv. Reporting Strategy (refer to Paragraph 5.1.7 above), and
 - d. Completed Contractor's Customized COTS Solution Design review and Final Design (refer to Task 6).
- 7.2.2 All Solution modifications must be made as part of this Subtask. The Customization process must transform Contractor's proposed COTS software into Contractor's Customized COTS Solution which must meet the County's Final Solution Requirements and Contractor's final design document [refer to Paragraph 6.3(a) above].
- 7.2.3 The integration of tools and algorithms, as applicable, is part of this Subtask along with any applicable development.
- 7.2.4 Contractor must develop the specified System Interfaces as provided in the System Interface Strategy (refer to Paragraph 5.1.4 above).

- 7.2.5 Contractor must conduct regression testing of all software versions with updates incorporated into Contractor's Customized COTS Solution during implementation.
- 7.2.6 The County and Contractor must review, as required in the PCD, the Customization effort at predetermined checkpoints that will be agreed-to by County Project Manager and Contractor's Project Manager. These checkpoint reviews will be used to determine if Contractor's Customization effort is on schedule and meets the User requirements as specified in final Requirements.
- 7.2.7 This Subtask must result in a fully functional RPS Solution (Contractor's Customized COTS Solution) that meets the Requirements, and is ready for User Acceptance Testing, all as specified in the final Requirements and final design.

Deliverable 7.2 – Contractor's Customized COTS Solution Completed

Deliverable 7.2, Contractor's Customized Solution must be reviewed and accepted by County Project Manager.

7.3 Subtask 7.3 – Contractor's Customized COTS Solution Review

- 7.3.1 At the sole discretion of County Project Manager, all identified issues, must be resolved as specified in Paragraph 57.0 (Dispute Resolution Procedure) of the Contract, and documented in the ITL (refer to Paragraph 2.1.5 above).
- 7.3.2 Upon resolution of all issues, Contractor must submit the completed Customized Solution to County Project Manager and the Project team for review. At County Project Manager's direction, Contractor must initialize the approved Customized COTS Solution on the pre-Production environment.

Deliverable 7.3 – Contractors' Customized COTS Solution Reviewed / Approved / Certified

The Customized COTS Solution is approved by the County Project Manager as ready for testing by the County.

8.0 Task 8 Data Conversion

Upon completing Contractor's Customized COTS Solution, Contractor must extract, cleanse, transform, and load the legacy system data into the pre-Production Environment.

The legacy system being replaced contains data that requires Data Conversion. A general description of the system is provided in Paragraph 3.0 (Legacy System(s) to be Replaced) of Exhibit A (Statement of Work) to the Contract. The County's Data Conversion requirements are identified in the 'Data Conversion' category of Exhibit B (Solution Requirements) to the Contract.

The County will continue its use of the legacy system until Go-Live is successfully completed. Contractor must conduct an initial Data Conversion, to be followed by successive runs to capture new and/or modified data from the legacy system.

8.1 Subtask 8.1 – Initial Data Conversion

8.1.1 Contractor must develop conversion routines using the pre-Production Environment established in Subtask 7.1 (Establish the Pre-Production Environment). The conversion routines must be based on the Data Conversion strategy (Task 5), and include, but not be limited to:

- a. Details about the data to be converted (source system, data types, etc.),
- b. Conversion toolsets that are utilized,
- c. Conversion mapping and data transformation, and
- d. Cleansing and preparation processes required by the County, if any, for conversion.

8.1.2 Contractor must run and test the developed Data Conversion routines and test Data Conversion jobs based on the Data Conversion routines specifications in the IAD (Task 5) [the pre-Production Environment may also be used to stage data that is being prepared for conversion during the Testing (refer to Paragraph 5.1.3 above) and Production Cutover Tasks (refer to Paragraph 5.1.10)].

8.1.3 If required, Contractor must modify the Data Conversion routines for data catch ups required to achieve successful completion of Go Live and test those Data Conversion jobs.

8.1.4 Sample Data Conversion Test

Contractor must plan, test, and perform at least one conversion of a small representative set of data, including audit trail data, to verify the conversion routines, and the quality of the converted data. The County and Contractor must mutually agree upon the sample data set. The County will verify that the sample data set was successfully converted into the RPS Solution. Upon successful completion, Contractor must incorporate the conversion routines into the Final Data Conversion Plan (refer to Paragraph 8.1.8 below).

8.1.5 Data Conversion

Contractor must coordinate with the County to incrementally extract all legacy system data (initial retrieval and data catchup).

8.1.6 Contractor must conduct iterative data cleansing and preparation efforts through periodic conversion (transform and load) runs to identify data issues and to determine the degree to which the data is ready for Production including, but not limited to, the following:

- a. Executing scheduled conversion runs to identify data issues and to determine the degree to which data is ready for Production,
- b. Generating conversion reports,
- c. Performing data cleansing/preparation steps,
- d. Using selected toolsets for issue identification and data verification, and
- e. Track and resolve issues related to Data Conversion routines.

8.1.7 Updated Data Conversion Plan

Contractor must update the Data Conversion Strategy (Task 5) and develop a Final Data Conversion Plan for executing the conversion and validating the converted data including data catch ups. The Final Data Conversion Plan must be incorporated into the Production Cutover Strategy [refer to Paragraph 5.1.10 (Transition to Production: Production Cutover Strategy, Updated)].

Deliverable 8.1 – Initial Data Conversion Completed and Certified

- a. Conversion routines – Draft and Final
- b. Sample Data Conversion and Tests executed
- c. Final Data Conversion Plan – Draft and Final

Deliverable 8.1, Initial Data Conversion will be reviewed and approved in accordance with the document review process described in Attachment A.2 (Deliverable Acceptance Process) to Exhibit A (Statement of Work) to the Contract.

Additionally, Contractor must certify, and County Project Manager will validate, all converted data is ready for Production operations. The County will provide Contractor with a summary of issues for resolution, as applicable, within a reasonable timeframe as directed and approved by County Project Manager.

8.2 Subtask 8.2 – Ongoing Data Conversion and Cleaning

Contractor must provide ongoing Data Conversion and cleansing activities as required by the County up to Final Acceptance.

Deliverable 8.2 – Ongoing Data Conversion and Cleansing

Ongoing Data Conversion and cleansing activities must be approved by County Project Manager.

9.0 Task 9 Pre-Production Testing of Contractor's Customized COTS Solution

Pre-Production testing process ensures that all components of Contractor's Customized COTS Solution required at Go-Live are thoroughly tested and that the implemented Solution consists of high-quality and reliable software. The testing process must take into account the unique testing requirements of the Solution that is based upon a customized version of the originally proposed Contractors' COTS software. NOTE: The testing of individual components must be conducted by

Contractor as part of the Programming Modification effort. To the extent possible, the County will participate in testing. Based upon the testing results and the County's input, Contractor must make all changes required and resolve all issues.

For the purposes of this Paragraph 9.0, all testing must be conducted in accordance with the approved Test Strategy (refer to Paragraph 5.1.3 above). Testing will be deemed to be successfully completed when all applicable Acceptance Criteria (as documented in the Test Strategy) have been met.

9.1 Subtask 9.1 - Final Test Plan

9.1.1 Contractor must update the Testing Strategy and create a Final Test Plan. The Final Test Plan must identify the specific testing activities to occur, and which testing will be performed with County oversight. The Final Test Plan must be comprised of the following:

- a. Integrated System test approach,
- b. Updated System Interface strategy test approach,
- c. Operational Readiness test approach,
- d. Business Continuity Strategy (Disaster Recovery) test approach,
- e. Performance testing approach that includes a test schedule, test criteria (including transaction profiles, data volumes and User loads), performance targets, and toolsets to be used,
- f. User Acceptance Test approach,
- g. Test scenarios:
 - i. Business functionality scenarios (provided by the County), and
 - ii. Technical functionality scenarios (Integrated System test, Interfaces with external data sources, operational readiness including recovery procedures after a System failure, and performance) that must be developed by Contractor,
- h. Contractor-developed test scripts that map to each scenario,
- i. Organization of test scripts,
- j. Incident log for describing reported Software incidents, date resolved, and nature of resolution, and
- k. A test plan that must be reviewed and approved by County Project Manager. Contractor must make any revisions specified by County Project Manager.

Deliverable 9.1 – Pre-Production Test Plan Finalized

Deliverable 9.1, will be reviewed and approved in accordance with the document review process described in Attachment A.2 (Deliverable Acceptance Process) to Exhibit A (Statement of Work) to the Contract.

9.2 Subtask 9.2 – Conduct System Interface Testing

- 9.2.1 Contractor, with County oversight, must conduct tests of all Interfaces with external data sources/systems to the extent possible, in accordance with the System Interface Strategy document (refer to Paragraph 5.1.4 above), and analyze and document results.
- 9.2.2 Based upon these tests and County input, Contractor must make any changes required (e.g., updates to Interface coding, structure, etc.), and re-test to confirm these changes have been completed successfully.
- 9.2.3 Contractor must certify in writing that testing for each Interface has been successfully completed, and that Contractor has successfully completed all required corrective action(s). County Project Manager must approve the successful completion of each Interface test.

Deliverable 9.2 – System Interfaces Tested and Certified

Deliverable 9.2, System Interface tests, test results (analysis and Documentation), and Contractor certification will be reviewed and approved in accordance with the document review process described in Attachment A.2 (Deliverable Acceptance Process) to Exhibit A (Statement of Work) to the Contract.

9.3 Subtask 9.3 - Conduct Integrated System Test

- 9.3.1 Contractor must conduct all the activities associated with preparing for and conducting System and integration testing. This Subtask follows the Final Test Plan [refer to Subtask 9.1 (Final Test Plan) above]. The Integrated System Test includes, but is not limited to, the following:
 - a. Integration testing of all components of Contractor's Customized COTS Solution in the specified virtual hardware, Operating System, and network environment, and includes Interfaces with other systems, to the extent possible based on other Systems' Interface testing capabilities,
 - b. Contractor's use of test scenarios [refer to Paragraph 9.1.1(g) and (h) above] provided by the County for the purpose of creating test scripts, conducting the tests, and documenting test results, and
 - c. Regression testing after the correction of any identified defects, to which Contractor must make any changes required, and re-test to confirm these changes have been completed successfully.
- 9.3.2 Contractor must certify in writing that all integration tests have been successfully completed, and that Contractor has successfully completed all required corrective action.

Deliverable 9.3 – Completed Integration Tests and Certification

Deliverable 9.3, Test results and Contractor certification will be reviewed and approved in accordance with the document review process described in Attachment

A.2 (Deliverable Acceptance Process) to Exhibit A (Statement of Work) to the Contract.

9.4 Subtask 9.4 – Conduct Initial Operational Readiness Tests and Certification

9.4.1 Contractor must execute and analyze the Operational Readiness Tests against the pre-Production Environment, according to the Final Test Plan (refer to Subtask 9.1 above), and document the test results. Note: This Operational Readiness Test process will also occur prior to Go Live when the pre-Production Environment transitions to the Production Environment.

9.4.2 Based upon these findings, Contractor must:

- a. Document recommended modifications to County business operations, including the County's Business Continuity Strategy.
- b. As necessary, optimize the pre-Production Environment at the primary data center site and document optimization performed.
- c. Conduct retesting if necessary to confirm that Contractor has successfully conducted the operational readiness testing, and that the County's business operations, as applicable, have been modified to remedy any County-responsible operational readiness test failures.

9.4.3 Contractor must certify, in writing, that all Operational Readiness Tests have been successfully completed, that Contractor has successfully completed any required corrective action, that Contractor has successfully modified Contractor's Customized COTS Solution, and that Contractor's Customized COTS Solution is ready for User Acceptance Testing

Deliverable 9.4 – Completed Initial Operational Readiness Tests and Certification

- a. Operational Readiness Tests completed
- b. Operational Readiness Test Certification

Deliverable 9.4, Completed initial Operational Readiness Tests and certification must be reviewed and approved in accordance with the document review process described in Attachment A.2 (Deliverable Acceptance Process) to Exhibit A (Statement of Work) to the Contract.

9.5 Subtask 9.5 - Performance Testing

The performance test ensures that the pre-Production Environment and Contractor's Customized Solution meet the Solution's performance requirements. Note: This performance testing process will also occur prior to Go-Live when the pre-Production Environment transitions to the Production Environment.

9.5.1 Contractor must execute the performance tests in accordance with the Final Test Plan (refer to Subtask 9.1 above) and document and analyze results.

- 9.5.2 Based upon these tests, Contractor must make any Configuration changes required, and re-test to confirm these changes have been completed successfully.
- 9.5.3 Contractor must certify, in writing, that all performance tests have been successfully completed, and
- 9.5.4 Contractor must have successfully completed all required corrective action to ensure that all applicable Acceptance Criteria have been met.

Deliverable 9.5 – Completed Performance Tests and Certification

- a. Performance Tests completed.
- b. Performance Test Certification.

Deliverable 9.5, Completed performance tests and certification must be reviewed and approved in accordance with the document review process described in Attachment A.2 (Deliverable Acceptance Process) to Exhibit A (Statement of Work) to the Contract.

9.6 Subtask 9.6 – User Acceptance Test and Certification (Consists of Contractor supporting the UAT team)

- 9.6.1 Conduct Product Training - Contractor must provide hands-on training to approximately 12 County-provided UAT participants. Approximately 12 UAT participants will be provided by the County. The purpose of the product training is to familiarize UAT participants with the general navigation, terminology, and functionality of Customized Solution. Hands-on training Solution must include at a minimum:
 - a. Application overview and navigation,
 - b. System concepts and terminology,
 - c. Functional overview of each Solution component to be reviewed, and
 - d. Training materials and exercises.
- 9.6.2 Contractor must be on-site during UAT and monitor County-designated participants. The Project team in conjunction with specified Users will execute the UAT scenarios [refer to Paragraph 9.1.1(g) and (h) above] with Contractor's oversight.
- 9.6.3 Contractor must combine their identified documented defects with all defects documented by each UAT team member, including any System performance values, and maintain one comprehensive defect list, regardless of who identified the defect. Contractor must correct all defects within a reasonable time specified by County Project Manager (based on circumstance), documenting results achieved.
- 9.6.4 Contractor must update the UAT scenarios and scripts, as applicable.
- 9.6.5 After Contractor corrects all defects, Contractor will notify the County and the UAT team will again conduct that portion of the UAT, taking into

consideration any Software regression issues. Contractor must perform the necessary corrections to remedy all identified defects. The UAT team will retest as required, until the County at its sole determination concurs with Contractor that all the defects have been resolved. Contractor and County Project Manager will certify, in writing, that the Acceptance Tests have been completed to the satisfaction of the County, and that Contractor's Customized COTS Solution is transformed into the RPS Solution in the pre-Production Environment.

Deliverable 9.6 – Completed and Certified Acceptance Tests and Certification

- a. UAT completed
- b. Acceptance Test Certification

Deliverable 9.6, Completed and certified Acceptance Tests must be reviewed and approved in accordance with the document review process described in Attachment A.2 (Deliverable Acceptance Process) to Exhibit A (Statement of Work) to the Contract.

10.0 Task 10 Training and Documentation

The training and Documentation process must be designed by Contractor to ensure that training is planned and delivered. Contractor must create a training and Documentation plan based on the strategies set forth in Paragraph 5.1.9 (Training and Documentation Strategy, Updated), which include developing training documents, and provide end-User, System administrator, and train-the-trainer (T3) training. Documentation to support operation of the System, and User desk references must also be prepared by Contractor.

10.1 Subtask 10.1 – Establish the Training and Test Environment

Contractor must establish the training and test environment based on the specifications in the TAD and IAD. County Project Manager and County data center manager, with the concurrence of Contractor's Project Manager, will specify the roles and responsibilities required to furnish, install, and configure the RPS training environment, which may include, as applicable:

- a. Virtual System hardware, infrastructure, and physical facilities,
- b. Operating Software, database management system, network, virtualization,
- c. Network connectivity required within the scope of this Project,
- d. Access controls as appropriate for authorized Contractor and County Project team members to install, configure, maintain, and use Application Software and middleware,
- e. Backup and recovery operations,
- f. Baseline Customized COTS Solution,
- g. Baseline Configuration,
- h. Any required Third-Party Software or toolsets,

- i. Installation and configuration of FR and SMT Algorithms,
- j. Establishing and testing RPS System Interfaces,
- k. Security administration setup including, if necessary, applicable integration with network security, security groups, and workstation sign-on,
- l. User profile setup for training Users,
- m. A sampling of converted database records, as determined by the County, for training all RPS components,
- n. Computer-based training tools, and
- o. Online computer-based training tools (e.g., streaming video) setup.

Contractor must test and verify that all the steps above are defect free and ready for training County Users. Contractor must demonstrate the Training Environment to County Project Manager for certification.

Deliverable 10.1 – Training and Test Environment Established

Deliverable 10.1, Training and test environment must be reviewed and approved by County Project Manager.

10.2 Subtask 10.2 – Develop A Final Training Plan

- 10.2.1 Contractor must review and update the Training and Document Strategy (refer to Paragraph 5.1.9) in the IAD (refer to Task 5 above), and prepare a Final Training Plan which must include, but not be limited to:
- a. Training objective, approach (i.e., methods employed) to technical and User training,
 - b. Training course descriptions and curriculum – by course subject, purpose and topics covered,
 - c. Target training groups and class sizes,
 - d. Training facilities, Contractor and County staffing resources, and test data,
 - e. Training logistics and administration (e.g., registration, evaluation questionnaire, training handouts, sign-in sheet, nameplate IDs, etc.),
 - f. Training materials and exercises,
 - g. Documenting software glitches found by Users during training for tracking,
 - h. Training schedule (just-in-time training) which must coincide with Production cutover (refer to Paragraph 5.1.10), and
 - i. Procedures for administering the training environment.

The final training plan must be reviewed and approved by County Project Manager. Contractor must make any revisions specified by County Project Manager.

Deliverable 10.2 – Final Training Plan

Deliverable 10.2, final training plan must be reviewed and approved in accordance with the document review process described in Attachment A.2 (Deliverable Acceptance Process) to Exhibit A (Statement of Work) to the Contract.

10.3 Subtask 10.3 – Solution and User Documentation

Contractor must update the Documentation Strategy document in the TAD, as necessary. Contractor must prepare User Documentation, including on-line help features, for the Customized Solution.

10.3.1 Training Documentation. Contractor must develop complete User documentation, all of which must be formatted for copying and distributing in a Training course, and available in the Solution's online feature. Documentation for each RPS component must include:

- a. User Reference Manual – step-by-step desk procedures for performing business operations,
- b. Quick Reference Guides – a condensed informational pamphlet, highlighting how to perform common key operations within the RPS Solution, and
- c. Training Instructor Guide – an instructor's end-User training guide for designated County train the trainer staff.

10.3.2 User Manual. Contractor must develop an online User Manual which may be converted to a printable document by the User. Additionally, the online User's manual must be context-sensitive for all aspects of the Solution [refer to Exhibit B (Solution Requirements) to the Contract]. The manual must include a troubleshooting index of common User errors, accompanied by recommended remedial actions.

10.3.3 System Administration Manual. Contractor must develop a System administration manual which includes detailed technical functions and operations for each Solution component, as well as a troubleshooting guide for all error conditions. The System administration manual must include, at minimum, the following:

- a. User management,
- b. RPS Solution security,
- c. Application of Software patches and upgrades,
- d. Data table maintenance and configuration,
- e. Offline processing,
- f. Interfaces,

- g. Report development and maintenance, and
- h. Offline schedules – Jobs and dependencies (daily, weekly, monthly, annual).

Deliverable 10.3 – Solution and User Documentation Completed

- a. Training Documentation
- b. User Manual
- c. System Administration Manual

10.4 Subtask 10.4 – Training Course

10.4.1 System Administration Training

This course must cover Solution management functions performed by the System administrators. This course must be at least four hours long for approximately 12 participants. The course must provide hands-on technical training, for County technical staff, on the Solution components listed below:

- a. Table-driven configuration,
- b. User-Interface configuration,
- c. Security configuration,
- d. Workflow configuration,
- e. User ID setup and management,
- f. System configuration,
- g. Interface management,
- h. Solution's Third-Party Software,
- i. Assistance with custom reports,
- j. Audit trail research and data,
- k. Database administration, and
- l. Dashboard configuration.

10.4.2 System Administration Training

This course must cover RPS Solution management functions performed by the RPS System administrators. The course must provide hands-on instruction on using the tools provided in the RPS Solution for accessing/printing statistical reports at the Law Enforcement (LE) agency level, assigning roles and permissions to User accounts, conducting audit trail queries for LE agency assigned Users, and other management inquiries. The course must be held four times with a duration of at least four hours long for approximately 30 participants for each course.

10.4.3 RPS Help Desk Training

This course will provide a technical overview to the LACRIS help desk staff of the RPS Solution's overall functionality and provide methods in managing/resolving incidents quickly and effectively. This course will be at least four hours long and will accommodate approximately 12 participants.

10.4.4 Train the Trainer (T3) Instructor Training

This course must cover all RPS end-User component functionality within the RPS Solution, including computer-based training tools. Contractor must conduct the T3 course for LACRIS staff responsible for training the end-Users. The course will review the training Documentation that'll be distributed to the end-User, provide T3 staff with course direction, and all other informational topics/matter. The course will be at least four hours long and will accommodate approximately 12 participants.

10.4.5 Participate in End-User Training

Contractor must participate in not less than four RPS T3 courses, monitoring end-User training conducted by LACRIS instructors, as designated by County Project Manager, and at minimum:

- a. Answer any questions or issues brought up during the course, when prompted by the LACRIS instructor conducting the training,
- b. Provide the LACRIS instructor with recommendations on improvements for future courses at the end of each course, and
- c. Document any revisions necessary to the training materials and/or Solution functionality.

Contractor must provide County Project Manager with a written recap of findings from the end-User trainings. Contractor must make any revisions specified by County Project Manager.

Deliverable 10.4 – Training Completed

11.0 Task 11 Establish the Secondary Data Center's Backup Recovery Site

Contractor must establish the backup recovery site at the secondary data center, based on the specifications in the TAD (refer to Paragraph 4.2 above) and IAD (refer to Paragraph 5.0 above).

Contractor's secondary environment build must include (as applicable):

- a. Virtual System hardware,
- b. Operating Software, database management system, network, virtualization,
- c. Network connectivity required within the scope of this Project,
- d. Access controls as appropriate for authorized Contractor and County Project team members to install, configure, maintain, and use Application Software and middleware,

- e. Baseline/Customized COTS Solution,
- f. Baseline Configuration,
- g. Installation and configuration of FR and SMT Algorithms,
- h. Any required Third-Party Software or toolsets,
- i. Establishing and testing RPS System Interfaces,
- j. Processes and mechanisms for security administration, including applicable integration with network security, workstation sign-on, and data center security,
- k. Processes and mechanisms for integration and change control, including controlled migration of Software, data, User profiles, etc. from one environment to another, and change-control procedures,
- l. Processes for database administration,
- m. Backup and recovery operations,
- n. Processes for performance,
- o. Processes and mechanisms for incident tracking and troubleshooting,
- p. Installation and configuration of components monitoring including:
 - i. Converted data,
 - ii. Entering initial User ID's,
 - iii. Profiles,
 - iv. Security,
 - v. Testing User accounts, and
 - vi. Scheduled offline processes, and
- q. Connection to primary site from Deliverable 7.1, (Pre-Production Environment Established), using Contractor-provided dedicated communication line (refer to Paragraph 5.1.2 above).

Deliverable 11 – Secondary Data Center Environment Established

Secondary data center environment and dedicated connection will be reviewed and approved by County Project Manager.

12.0 Task 12 Transition to Production – System Implementation and Production Cut Over

Prior to transitioning the pre-Production Environment into the Production Environment, Contractor must perform Solution final testing and preparedness for the County's authorization, assuring that the RPS Solution is certified fully functional and ready for Production Use.

**The County is envisioning a two-week, phased implementation of RPS. During those two weeks, Users can perform Work in either the legacy Los Angeles Photo Manager (LAPH), or the new RPS. Contractor must provide Data Conversion for all data entered into LAPH during the two-week phase implementation.*

Final Testing of Completed Production Solution: Setup and Certification

- 12.1 Contractor must conduct a final test of the completed Production Solution System setup and infrastructure [refer to Paragraph 5.1.3 (Test Strategy, Updated) above], including a repeat of:
 - a. The Operational Readiness Test,
 - b. User Acceptance Test Review, and
 - c. Performance Test.
- 12.2 Defects identified and documented during the final testing of completed System setup and infrastructure must be corrected by Contractor in a reasonable time that will be specified by County Project Manager (based on the circumstances).
- 12.3 After all defects are corrected, Contractor must re-execute the System setup and pre-Production test to demonstrate readiness for certification by the County and Contractor. Contractor and County Project Manager will certify, in writing, that the tests have been completed, the results demonstrate that the applicable Acceptance Criteria have been met, and that the Project is ready for cutover.

Deliverable 12 – Certification of Production Solution

Deliverable 12, Production System has been delivered, reviewed, approved, and certified in accordance with the document review process described in Attachment A.2 (Deliverable Acceptance Process) to Exhibit A (Statement of Work) to the Contract.

13.0 Task 13 RPS Solution Go-Live, Warranty Period and Final Acceptance

13.1 Subtask 13.1 – RPS Go-Live

- 13.1.1 The County plans on a phased Solution Go-Live period of 14 Days. Contractor must update the IAD (Deliverable 5 – Completed Implementation Assessment Strategy), as necessary, or at the direction of the County Project Manager. Contractor and the County will coordinate all the steps required for the RPS Solution's phased Go-Live. All RPS Interfaces [refer to Attachment A.6 (RPS System Interfaces) to Exhibit A (Statement of Work) to the Contract] identified as required at Go-Live must be operational and Deficiency-free. During the phased Solution Go-Live, and until the County concurs with Final Acceptance (refer to Paragraph 13.4 below), Contractor must:
 - a. Monitor the RPS Solution while on-site by documenting/maintaining incident logs by Severity Level, and track the non-critical issues for future resolution,

- b. Analyze System performance and usage and, if necessary, promptly notify County Project Manager if problematic,
- c. Retrieve data entered by Users in the legacy system daily, and upload data into the RPS Solution,
- d. Coordinate with the County all major Deficiency(ies), for Contractor's correction and testing/retesting by the County,
- e. Monitor and report all Solution regression issues discovered by either Contractor or the County, and
- f. Assist the County in verifying that the RPS Solution meets Final Acceptance Criteria.

Contractor must provide the above support for a minimum period of 90 Days beginning upon completion of the 14-Day phased Go-Live. Upon completion of this Subtask, the RPS Solution must be in full Production, where Users are only using the RPS Solution and not the legacy system.

13.1.2 RPS Go-Live Summary Report

Contractor must produce a RPS Go-Live summary report that includes:

- a. The Production cutover process to Go-Live that occurred, identifying modifications made from the Production Cutover Plan,
- b. An evaluation of the cutover process, identifying which processes were successful as planned versus which processes were problematic,
- c. Problems and anomalies encountered and subsequently resolved during the cutover process, detailing the activities (including time, place and personnel) involved in identifying, communicating, troubleshoot and resolving these matters, and
- d. Remaining problems, Deficiencies by severity level, issues, and risks along with plans for their resolution, and the anticipated timetable for resolution. If Deficiencies are identified, Contractor may be required at, County Project Manager's sole discretion, to repeat all of this Task 13, to ensure successful cutover and Final Acceptance. Certification and County's Final Acceptance (refer to Subtask 13.4 below) will be withheld until all Severity Level 1 and Severity Level 2 (refer to Paragraph 13.2.3 below) issues are resolved.

Deliverable 13.1 – RPS Go-Live Completed

Cutover to Production process and Go-Live occurs, and Contractor provides the RPS Go-Live Summary Report for County Project Manager's approval.

13.2 Subtask 13.2 – Warranty Period, 90-Days: Maintain and Support the Production Solution

13.2.1 Contractor must maintain and support the RPS Solution during the Warranty Period upon Go-Live. Contractor's maintenance and support Services

during the Warranty Period must be for 90 consecutive Days, in accordance with Paragraph 13.1.1 above and Exhibit C (Service Level Agreement) to the Contract.

13.2.2 The RPS Solution must operate during the Warranty Period free from Severity Level 1 and Severity Level 2 defects as specified in the Severity Level definitions listed in Exhibit C (Service Level Agreement) to the Contract.

13.2.3 Any identified Deficiency categorized as Severity Level 1 or Severity Level 2 must be corrected by Contractor within a reasonable time period agreed-to by Contractor and County Project Manager. Upon successful correction of all such Deficiency(ies), the Warranty Period will restart until the RPS Solution functions Deficiency free for 90 consecutive Days.

Deliverable 13.2 – Warranty Period: Maintenance and Support Completed

- a. Contractor maintains and supports the RPS Solution as specified in Subtask 13.2 above.
- b. Warranty Period support will be reviewed and approved by County Project Manager on an ongoing basis.

13.3 Subtask 13.3 – Transfer of RPS Solution Administration Responsibilities

From Project inception through the Warranty Period, Contractor maintains all responsibility for the RPS Solution. During this period, Contractor must transfer all applicable Solution administration to County technical staff. Following the successful transition, the County will then take responsibility for Solution administration.

Deliverable 13.3 – Transfer of Solution Administration Responsibilities

Transfer of Solution administration responsibilities will be reviewed and approved by County Project Manager.

13.4 Subtask 13.4 – Final Acceptance Criteria and Verification

Upon the County's: a) certification of Deliverables 1 through 13, b) Contractor's completion of the two-week phased Implementation Period from the legacy system, and c) the successful execution of the 90-Day Warranty Period, the County at its sole discretion will confirm Final Acceptance of the Solution.

County's Deliverable 13.4 – Final Acceptance Certificate

Final Acceptance Certificate - Upon the County's verification that Contractor's RPS Solution has met the Final Acceptance criteria, County Project Manager will deliver Contractor's Final Acceptance certificate evidencing achievement of Final Acceptance.

14.0 Task 14 Intentionally Omitted

15.0 Task 15 Intentionally Omitted

ATTACHMENT A.2

DELIVERABLE ACCEPTANCE PROCESS

FOR

REGIONAL PHOTO SYSTEM (RPS) SOLUTION

1. **Notifying the County of an Expected Delivery** - At least one week prior to the time that a Deliverable is to be delivered to the County, in accordance with the PCD project schedule, Contractor must notify the County via email of the planned delivery. The notice should indicate the name of the Deliverable, the Deliverable number as listed in the Statement of Work (which is also identified for invoicing), the item number as listed in the work breakdown structure in the PCD, the version number, and the expected date of delivery. Contractor may include or attach a list of recommended criteria for the County to use in reviewing the Deliverable, although the County reserves the right to use different criteria as it deems appropriate within the agreed-upon scope of this project provided that such criteria are consistent with demonstrating that the relevant Deliverable(s) meets the applicable requirements of the Contract. Contractor may skip this step for Deliverables that are maintained on an ongoing basis or regularly submitted on a monthly or more frequent basis, such as status reports and schedule updates.
2. **Preparing the Deliverables**
 - a. Document Deliverables - Contractor must prepare the document as an electronic MS Word file (unless otherwise stated in the subject Task), with the file name as follows: XXX System Deliverable [name of deliverable] version [version number] Contractor must also deliver five paper copies of any charts or tables that exceed 8 ½ x 14 inches.
 - b. Desktop-software Deliverables - such as large data tables, Microsoft Project or Excel files, System mock-ups, etc., where the Deliverable cannot be fully reviewed as a PDF file but can be opened or executed on a Department desktop computer, Contractor must prepare a file using the same file-naming convention as for document Deliverables.
 - c. Software or data Deliverables to be installed into the System - Contractor must prepare the file(s) in accordance with a naming convention and change-control procedure to be determined.
 - d. Continuous Deliverables - such as ongoing logs, etc., Contractor must prepare a written description of the Deliverable when the initial version of the Deliverable is ready for review.
3. **Transmitting the Deliverable**
 - a. Document and Desktop-software Deliverables - Contractor must email the Deliverable to the County. The email must have the Deliverable's name and version number in the email's subject line, and the body of the email must serve as a cover letter indicating that this is a formal delivery. If a file is too large to send via email attachment, Contractor must place the file on the project's SharePoint site (or similar arrangement) and insert the link to that specific file into the body of the email.
 - b. Software or data Deliverables to be installed into the System - Contractor must electronically load and install the files into the test environment through a formal change-control process. Contractor must notify the County by email as soon as the software has been delivered, with the Deliverable's name and version number in the email's subject line. When the Deliverable is transmitted, Contractor must also submit a Task/Deliverable Acceptance Certificate in accordance with

Paragraph 3.6 (Approval of Work) of the Contract. County Project Manager and County Project Director will sign this form when the Deliverable is accepted (at Step 6 below).

4. **Reviewing the Deliverable** - A Deliverable is considered “out of sequence” when preceding Deliverables (based on the sequence shown in the PCD’s project schedule) have not yet been delivered and accepted. The County may, at its discretion, postpone its review of an out-of-sequence Deliverable until all preceding Deliverables have been accepted.
 - a. Document Deliverables - All delivered documents are considered DRAFT submissions, subject to review and approval by County Project Manager. The County will distribute copies of the Deliverable to designated reviewers, who will identify any deficiencies and needs for improvement.
 - b. Software or data Deliverables to be installed into the System – The County will, with Contractor assistance, exercise or test the System with the delivered software installed, and make detailed notes of any deficiencies, anomalies, and needs for improvement.
 - c. Other Deliverables – The County may require Contractor to conduct a demonstration or walkthrough of the Deliverable as part of its review.
5. **Preparing the Deliverable Response** – The County will consolidate and integrate reviewer notes into a well-organized written Deliverable Response that clearly explains what is deficient, questionable, or needs improvement, based on the specific requirements of the Contract, including any agreed applicable Acceptance Criteria. The Deliverable Response must indicate either that (a) the Deliverable is accepted, or (b) the Deliverable needs to be revised and go through another review cycle.
 - a. Transmitting the Deliverable Response – The County will email the Deliverable Response to Contractor, and/or hold a conference to present and discuss the Deliverable Response.
 - b. Discussing the Deliverable Response – Contractor may request to discuss the Deliverable Response with the County, and the Deliverable Response may be revised at the County’s sole discretion.
 - c. Revising and Resubmitting the Deliverable - If the Deliverable Response indicated that the Deliverable needs to go through another review cycle, Contractor must revise the Deliverable based on the County’s feedback in the Deliverable Response. Contractor must submit the revised Deliverable using sequential version numbers (or release number) to identify each revision submitted, along with the revised Deliverable. The County reserves the right to ignore or make retroactive changes to any item where a change has not been clearly and completely called out. Each time a revised version of the Deliverable is submitted, it must again go through all the steps in this Process.
 - i. Contractor must submit a **Response Tracking Sheet** which indicates how each item on the Deliverable Response was addressed in revising the Deliverable.
 - ii. Contractor must maintain a **Deliverable Change Log** which clearly points out (a) what has changed since the previous version of the Deliverable, and (b) all cumulative changes from the initial version that was submitted.

6. **Accepting the Deliverable** - When the Deliverable Response indicates that the Deliverable is accepted, County Project Manager and County Project Director will sign the Task/Deliverable Acceptance Certificate and the Process ends. A copy of the signed Task/Deliverable Acceptance Certificate will be provided to Contractor. For **document deliverables**, the word “final” is added to the electronic file name and saved as a PDF.

7. **Maintaining the Deliverable**

- a. For one-time Deliverables - after a Deliverable has been accepted, any further changes must be made in accordance with the Change Notice process (Paragraph 10.1 of the Contract). The County will own the Deliverable and may incorporate its contents, or portions thereof, into any subsequent work products as the County deems fit. Contractor must keep a copy of the final Deliverable, and any amendments, in its project records.
- b. For continuous Deliverables – Ongoing Project Management (Task 2): Contractor must maintain, administer, and update the Deliverable(s) in accordance with applicable specifications and purposes. The County may from time to time review the status of the Deliverable(s) and will indicate to Contractor any deficiencies that require re-working.

8. **Deliverable List**

Deliverable	
Deliverable 1.	Completed PCD
Deliverable 2	Ongoing Project Management
Deliverable 3.1	Requirements Review
Deliverable 3.2	Completed Requirements Review and Demonstration/Gap Analysis
Deliverable 4	Completed Infrastructure and Technical Assessment
Deliverable 5	Completed Implementation Assessment Document
Deliverable 6	Completed Customized COTS Solution Design Review and Final Design
Deliverable 7.1	Pre-Production Environment Established
Deliverable 7.2	Contractor’s Customized COTS Solution Completed
Deliverable 7.3	Customized COTS Solution Reviewed / Approved / Certified
Deliverable 8.1	Initial Data Conversion Completed and Certified
Deliverable 8.2	Ongoing Data Conversion and Cleaning (if needed)
Deliverable 9.1	Pre-Production Test Plan Finalized
Deliverable 9.2	System Interfaces Tested and Certified
Deliverable 9.3	Completed Integration Tests and Certification
Deliverable 9.4	Completed Initial Operational Readiness Tests and Certification

Deliverable	
Deliverable 9.5	Completed Performance Tests and Certification
Deliverable 9.6	Completed and Certified Acceptance Tests and Certification
Deliverable 10.1	Training and Test Environment Established
Deliverable 10.2	Final Training Plan
Deliverable 10.3	Solution and User Documentation Completed
Deliverable 10.4	Training Completed
Deliverable 11	Secondary Data Center Environment Established
Deliverable 12	Certification of Production Solution
Deliverable 13.1	RPS Go-Live Completed
Deliverable 13.2	Warranty Period: Maintenance and Support Completed
Deliverable 13.3	Transfer of Solution Administration Responsibilities
Deliverable 13.4	Final Acceptance Certification
Deliverable 14	Intentionally Omitted
Deliverable 15	Intentionally Omitted

ATTACHMENT A.3

PROJECT CONTROL DOCUMENT

FOR

REGIONAL PHOTO SYSTEM (RPS) SOLUTION

(PLACEHOLDER)

ATTACHMENT A.4

VIRTUAL HARDWARE AND SOFTWARE DELIVERY LIST AND SPECIFICATION SHEET

FOR

REGIONAL PHOTO SYSTEM (RPS) SOLUTION

(PLACEHOLDER)

ATTACHMENT A.5

SAMPLE USER SCREEN MOCKUP

FOR

REGIONAL PHOTO SYSTEM (RPS) SOLUTION

ATTACHMENT A.5 SAMPLE USER SCREEN MOCKUP

Sample Photo Release Screen

Criminal Offender Record Information (CORI)
Photo Release

<RPS Username>

☒ Release to Public or ☒ Release to LE Agency

Released to: <Name> Phone: <###-###-#### ext. ####>
Email: <Email> LE Agency: <Agency>
Reason: <Reason>
Released By: <Name> Date/Time: <MM/DD/YY> <HH:MM>

Released History

#	Date/Time (Descending Order)	Released To (Public Name/LE Agency)	Email/Phone
1			
2			
3			
4			
5			
6			

<Name>

BKG: <Booking Number>
MAIN: <MAIN>
SID: <SID>
FBI: <FBI>

Cancel

Save

Red text denotes mandatory fields.

EXHIBIT B

SOLUTION REQUIREMENTS

FOR

REGIONAL PHOTO SYSTEM (RPS) SOLUTION

(PLACEHOLDER)

EXHIBIT C

SERVICE LEVEL AGREEMENT (SLA)

FOR

REGIONAL PHOTO SYSTEM (RPS) SOLUTION

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1.0 GENERAL

This Service Level Agreement (SLA) sets forth the scope of Contractor's Service Level commitment for the Maintenance, and Support (M&S) of the RPS Solution both during the Warranty Period and annually thereafter, as applicable. This SLA applies, but is not limited to, System hosting, correction of Deficiencies, all of Contractor's warranties whether implied or actual, and the County's remedies for Contractor's failure to meet the Service Level commitment specified herein. Capitalized terms used in this SLA without definition will have the meanings given to such terms in the Contract.

2.0 SCOPE OF SERVICES

2.1 DESCRIPTION

Contractor must provide the Service Levels relating to M&S Services, both during the Warranty Period and annually thereafter, as applicable, and as specified in the Contract and this SLA, as more fully described below.

2.1.1 Maintenance Services refers to any goods and/or services to be provided by Contractor under the Contract for maintaining the Solution, including, but not limited to:

- Proactively monitoring and maintaining all System Environments,
- Performing RPS Solution backup,
- Performing Preventive Maintenance Services, and
- Providing, installing, and testing Application and Third-Party Software updates.

2.1.2 Support Services refers to any goods and/or services to be provided by Contractor under the Contract in support of the Solution, including but not limited to:

- Providing Customer Support for all technical issues,
- Monitoring the Response Time of the Solution,
- Managing business continuity planning and processes, and
- Providing technical assistance defining scope statement and developing supporting documentation for future Change Notices for Optional Work.

2.2 DEFINITIONS

"Active-Passive" has the meaning described in Paragraph 4.4 [Business Continuity Strategy (Disaster Recovery)] of this SLA.

"Authorized Contact" refers to any County personnel authorized to report Deficiencies and to coordinate provision of Support Services under this SLA.

"Client Environment" means the Solution Software accessed by Users at all LE Agencies via a browser-based, web-enabled, secured Uniform Resource Locator (URL) address.

"Critical Deficiency" means a Deficiency of Severity Level 1, as further described

in Paragraph 5.2.1 (Problem Correction Priorities) of this SLA.

“Customer Support” has the meaning specified in Paragraph 4.1 (Scope of Support) of this SLA.

“Data” includes all System information and audit logs stored in the Solution. In the context of databases, means all the single items which are stored in a database, either individually or as a set. Data in a database will be primarily stored in database tables, which are organized into columns that dictate the data types stored therein.

“Disaster” means a catastrophic event that results in Downtime or disruption of the Production Environment at the primary data center and requires Contractor to maintain an Active-Passive Disaster Recovery plan.

“Disaster Recovery” means a network configuration of independent nodes with the ability to replicate the RPS Solution for near real-time data recovery across the primary and secondary data centers within eight hours, as further described in Paragraph 4.4 (Business Continuity Strategy (Disaster Recovery)) of this SLA.

“Incident” means a circumstance or set of circumstances taken together, resulting in a failure to meet a Service Level as required under this SLA.

“Low Deficiency” means a Deficiency of Severity Level 4, as further described in Paragraph 5.2.1 (Problem Correction Priorities) of this SLA.

“Maintenance Services” has the meaning set forth in Paragraph 2.1.2 above, and is further defined in Paragraph 3 (Solution Maintenance Services) of this SLA.

“Major Deficiency” means a Deficiency of Severity Level 1 or Severity Level 2, as further described in Paragraph 5.2.2 (Problem Resolution Process) of this SLA.

“Moderate Deficiency” means a Deficiency of Severity Level 3, as further described in Paragraph 5.2.1 (Problem Correction Priorities) of this SLA.

“Preventive Maintenance” means the regular inspection, cleaning and replacement of System components in order to optimize System functionality and prevent any Unscheduled Downtime due to System failure.

“Response Time”, as such term applies to the System, means the time elapsed for a transaction within the hosted gateway, as may be further described in Paragraph 5.3 (System Performance Requirements) of this SLA, as well as Attachment C.1 (Solution Response-Time Requirements) to this SLA.

“Response Time Baseline” means the County specified baseline for Response Time, as described in Paragraph 5.3 (System Performance Requirements) of this SLA.

“Response Time Deficiency” means the System not responding within the prescribed Response Time baselines, as further described in Paragraph 5.3(d) (System Performance Time Deficiencies) of this SLA.

“Scheduled Downtime” means the period of time that the Solution cannot be accessed due to System scheduled maintenance, including, but not limited to Preventive Maintenance, updates, upgrades, scheduled reboots and restarts, as

further described in Paragraph 3.6 (System Maintenance) of this SLA.

“Service Credits” means credits or any other form of discount to be applied to the applicable Service Fees for Contractor’s failure to timely resolve an Incident, or correct a Deficiency, as described in this SLA, including System Unavailability exceeding the thresholds set forth in this SLA.

“Severe Deficiency” means a Deficiency of Severity Level 2, as further described in Paragraph 5.2.1 (Problem Correction Priorities) of this SLA.

“Severity Level” means the applicable Deficiency severity level assigned to each Incident, for purposes of correcting Deficiencies, as described in Paragraph 5.2 (Resolution of Deficiencies) of this SLA.

“Service Level” means the County’s expectation of Contractor with regards to performing due diligence in resolving RPS Solution bugs, errors, and other key issues on a timely basis.

“SLA” means “Service Level Agreement” and refer to Contractor’s Service Level commitment regarding System Maintenance as required by the Contract and this Exhibit C, including but not limited to Maintenance Services, Preventive Maintenance Services, Support Services, System hosting, and any Warranties specified herein.

“Support Hours” means 365/366 days per year, 24 hours a day 7 days a week, with no exceptions made for holidays.

“Support Services” has the meaning set forth in Paragraph 2.1.2 above, and is further defined in Paragraph 4.1 (Scope of Support) of this SLA.

“System Availability” has the meaning specified in Paragraph 5.3 (System Performance Requirements) of this SLA.

“System Performance” means the performance of the System with respect to Response Time, System Availability and Disaster Recovery.

“System Performance Deficiency” means System not meeting any of the System Performance Requirements as specified in Paragraph 5.3 (System Performance Requirements) of this SLA.

“System Performance Requirements” means the requirements for System Performance, including Paragraph 5.3 (System Performance Requirements) of this SLA.

“System Unavailability” has the meaning specified in Paragraph 6.2 (Service Credits) of this SLA.

“Total Monthly Time” means all minutes during Support Hours in any calendar month, excluding Scheduled Downtime.

“Unscheduled Downtime” means the period of time that the Solution, or any component thereof, cannot be accessed due to any unscheduled failure of the System, or any component thereof, the Severity Level of which will be determined by the County pursuant to Paragraph 6.1 (General) of this SLA.

3.0 SOLUTION MAINTENANCE SERVICES

As part of System Maintenance, Contractor must provide maintenance of the System including the provision of updates (hereinafter “Maintenance Services”), as provided in this Paragraph 3.

Assumptions: The RPS Solution’s primary Production site and secondary recovery site will be in the cloud. The database at the primary site will be replicated asynchronously with the secondary site at a geographically separated location. The secondary site will be comprised of all virtual hardware (servers and storage), software, and connectivity needed to stand alone as a replacement Production Environment if needed.

3.1 SYSTEM ENVIRONMENTS

As part of Maintenance Services, Contractor must maintain all System environments in the areas of System Software, including, but not limited to all equipment and Contractor’s networking components, as applicable, and connectivity. Contractor must repair, upgrade, replace or perform Preventive Maintenance Services to these System environments during the Term of the Contract to comply with Exhibit B (Solution Requirements) and the warranties specified in the Contract. Contractor’s Maintenance Services must include, at minimum, the following level of Services for System environments and server-related software. Contractor must:

- a. Proactively monitor Central Server operations at the Contractor-provided CJIS-compliant cloud and the secondary recovery site, including Interfaces, through automated monitoring tools, and report all Deficiencies to the LACRIS Help Desk.
- b. Surrender (forfeit) all defective storage media from the Central Server to LACRIS for the County to maintain control over its confidential Data (defective media retention) and dispose of the defective media in accordance with CJIS security standards (e.g., punching through hard drives).
- c. Provide technical support and System administration for all System environments. The County and Contractor must mutually agree upon Scheduled Downtime of all System environments, which may be during the weekends in the early morning hours.
- d. Provide RPS Solution backup (RPS Application, Data and System configurations, etc.), as follows:
 - i. Daily backup of the RPS Production Environment,
 - ii. Weekly backup of the RPS Test/Train Environment, and
 - iii. Store virtual data backup appliance at CJIS-compliant cloud for meeting Disaster Recovery provisions.
- e. Annually test, during Scheduled Downtime, the failover from the primary to the secondary data center and resolve any/all Deficiencies.
- f. Perform monthly Solution optimization (e.g., Application, database, operating

system, etc.), for both the primary and secondary data centers, preferably without Scheduled Downtime. Contractor must obtain approval from County Project Manager prior to performing any monthly Solution optimizations.

At the conclusion of the fifth year of the Contract following Final Acceptance, and every five years thereafter should the Contract be extended beyond the original Term, a Technology Refresh will occur. Contractor must provide to the County a refreshment strategy to ensure the RPS Solution will, at a minimum, meet the System performance requirements and ensure all virtual hardware, software, and associated operating systems are fully supported. At the sole discretion of the County Project Director [Refer to Task 14 (Post-Implementation Maintenance and Support [Ongoing]) of Attachment A.1 (Tasks and Deliverables)], the Technology Refresh will be procured, delivered, and installed by Contractor as Optional Work, payable by the County utilizing Pool Dollars pursuant to Paragraph 3.3.4 (Optional Work) of the Contract.

3.2 APPLICATION SOFTWARE

- 3.2.1 Contractor must provide periodic Software Updates (“Updates”) to the Application Software to keep current with Contractor’s hosting technology standards, industry standards, and federal and California state mandates, and to maintain compatibility with Exhibit B (Solution Requirements) to the Contract, and with Third-Party Software (including specialty algorithms) upgrades, updates, patches, bug fixes, etc. Contractor must timely deliver all Software Updates to the County, in accordance with this SLA and in coordination with County Project Manager.
- 3.2.2 Without limiting the other provisions of the Contract including, without limitation, the provisions of this SLA, such Updates must be provided to the County at least twice every year, unless otherwise agreed-to by the County and Contractor. Contractor must notify the County of all such updates to the Application Software prior to the anticipated installation date thereof. Contractor must test updates in the Test Environment. The County will assess impacts to its business processes, if any, and verify whether the updates were tested successfully. If so, Contractor must proceed with transitioning updates to the Production Environment. If not, Contractor must conduct additional testing, until the County verifies successful testing.
- 3.2.3 Notwithstanding, the County may choose at its sole discretion to not implement a particular Software Update. Contractor and the County will discuss the impacts and risks to the County, if any, for not implementing a particular Software Update. Contractor must roll back any Software Update to its prior version, as instructed by the County, when severe issues arise. Contractor must provide the County with a clearly defined configuration management plan (e.g., version control and source code control processes).
- 3.2.4 Contractor’s provision and installation of Software Updates (as defined in Paragraph 2.1.55 of the Contract) to the Application Software and all Third-

Party applications and algorithms are provided as part of Contractor's annual M&S service delivery and will be at no additional cost to the County.

- 3.2.5 Any Updates necessary to remedy security problems in the System (e.g., closing "back doors" or other intrusion-related problems) must be provided promptly following Contractor's knowledge of such problems. The County must also be notified in writing within 24 hours of Contractor's knowledge of the existence of any intrusions or other security problems or breaches that may affect the integrity of the System Data or any other County data, subject to the provisions specified in Paragraph 19 (Security) of the Contract.
- 3.2.6 Contractor must install all RPS Application software security patches not later than 14 Days from the time when Contractor is notified by either: a) a Third-Party Software company, or b) Department's data security office.

3.3 THIRD-PARTY SOFTWARE

- 3.3.1 As part of Maintenance Services, Contractor must provide Maintenance Services for all Third-Party Software included in all the RPS Environments for the Solution, including but not limited to specialized algorithms, Operating Software, database software, virtualization software, report writer software, and other software installed in the Production Environments and Test/Train Environment that is not Contractor's Application Software. Contractor must update, upgrade, or replace these System Software components throughout the entire Term of the Contract to comply with Exhibit B (Solution Requirements) to the Contract and the warranties specified herein and to support and be compatible with the Application Software including any Application Modifications provided by Contractor under the Contract.
- 3.3.2 Contractor must provide updates to the System Software to keep current with Contractor's hosting technology standards, industry standards, updates to the Application Software and other Application Modifications, all in coordination with County Project Manager.
- 3.3.3 Contractor must provide automated software provisioning tools to perform remote software patches and install Version Releases, including security and Windows updates. Contractor must test all Third-Party Software updates to Application Software in the RPS Test Environment. The County will verify whether the updates were tested successfully. If so, Contractor must proceed with transitioning updates to all the RPS Environments. If not, Contractor must conduct additional testing, until the County verifies successful testing. Contractor must roll back any Third-Party Software update to its prior Version, as instructed by the County, when severe issues arise.
- 3.3.4 Contractor must utilize industry-standard software configuration management tools for tracking and controlling changes in the Solution for all RPS environments.

- 3.3.5 All third-party security patches must be delivered and installed monthly or as available, as part of regular maintenance, or sooner upon request from County Project Manager or the Department's data security office.
- 3.3.6 Installing all Microsoft software and other Third-Party Software (e.g., VMware) patches in the RPS Solution software, for both the primary and secondary data centers, monthly or as available, as part of regular maintenance, or sooner upon request from County Project Manager or Department's Data Security.
- 3.3.7 Furthermore, any Third-Party Application that may be incorporated into the Solution by Contractor and become part of the Application Software will be subject to the same System maintenance obligations and requirements as the Application Software components that are owned or are proprietary to Contractor.

3.4 ADDITIONAL PRODUCTS

- 3.4.1 Maintenance Services additionally include maintaining compatibility of the System Software with any Additional Products that may be acquired by the County under the Contract as Optional Work. Contractor must provide price quotes as requested by Department for Additional Products. Additional Products must include the provision to the County of all accompanying/supporting Documentation at no additional cost.
- 3.4.2 Prior to the installation of any Additional Product or any update thereto, Contractor must test and ensure such Additional Product's compatibility with the then-current version of the System Software including, without limitation, service packs and security patches, promptly upon their release. The County will validate the testing.

3.5 CLIENT ENVIRONMENT

As part of Maintenance Services, Contractor must continually ensure System Software compatibility with User workstation browser capabilities by version number (e.g., Chrome, Edge), and security patches.

3.6 SYSTEM MAINTENANCE

Unless agreed to otherwise in advance by the County, Contractor must provide all Maintenance Services, including installation of Updates, with no or minimal Scheduled or Unscheduled Downtime. If Unscheduled Downtime occurs, Paragraph 6.0 (Remedies) of this SLA will apply. In the event that System Maintenance is required, Contractor must ensure that prior to any such System Maintenance, the System Availability requirements of this Contract are met and that the RPS Solution is fully operational at the County's backup site.

4.0 SUPPORT SERVICES

4.1 SCOPE OF SUPPORT

Contractor's responsibilities for providing operational support of the Solution (hereinafter "Support Services") will include responding to problems reported, and

correcting Deficiencies as specified in this SLA.

Contractor must provide operational support for the Solution during Support Hours which will include without limitation, a point of contact to receive calls from the County for Solution problems, and the maintenance of a web-based trouble-ticketing system for providing customer support ("Customer Support"). Support Services includes all services needed to ensure that the Solution operates in accordance with the specifications, including Exhibit B (Solution Requirements) to the Contract, warranties and other requirements set forth in the Contract, as well as all services needed to correct any Solution failure and to remedy Deficiencies in accordance with Paragraph 5.0 (Correction of Deficiencies) of this SLA. Contractor is responsible for providing as-needed Disaster Recovery services (see Paragraph 4.4 below) throughout the entire Contract Term.

4.2 CUSTOMER SUPPORT

Requests for Customer Support will be submitted by the County's Authorized Contact(s) [e.g., County Project Manager or designee(s)] via telephone, email and/or Contractor's web-based customer-support portal. Customer Support must respond to County Project Manager within the applicable required period specified in Paragraph 5.2.1 (Problem Correction Priorities) of this SLA, depending on the Severity Level of the Deficiency [see Paragraph 5.0 (Correction of Deficiencies) of this SLA]. Customer Support must respond with a plan for resolving each Deficiency.

Contractor's Customer Support must also include, but not be limited to, the following:

- a. Providing technical support staff specifically designated to the County, who will provide first-level support to LACRIS and who will have access to Contractor's Customer Support through the methods outlined in this SLA.
- b. Access to a web-based trouble-ticketing system made available to County at all times. Contractor must advise the County at least two weeks in advance when the ticketing system requires scheduled maintenance.
- c. Access to Contractor's Customer Support via the web-based trouble-ticketing system or telephone. The trouble-ticketing system must provide the County with a simple method to submit, track and update issues.
- d. Training for County-designated staff on the use of the ticketing system. Creation of logon credentials for Authorized Staff.
- e. A toll-free telephone number for County staff to call at any time during Support Hours, managed by a live operator to quickly connect County staff with the appropriate Contractor Customer Support personnel.
- f. Responding within the period specified in Paragraph 5.2.1 (Problem Correction Priorities) to this SLA, depending on the Severity Level of the Deficiency.
- g. Working with County Project Manager and County's technical support staff to correct Deficiencies, keeping such County personnel informed regarding Solution updates and scheduled timeframes, and ensuring that all scheduled downtime maintenance windows are clearly communicated by Contractor, and the requirements of this SLA are met.

- h. Triaging, diagnosing and resolving all County-submitted Deficiencies based on severity and business impact. If Contractor proposes a solution for the Deficiency with a workaround, the County may reevaluate and escalate or downgrade the Severity Level of such Deficiency. Contractor must work with the County to ensure that each service ticket case is documented and diagnosed properly. Each Deficiency will be tracked in the Contractor's Customer Support ticketing system by, at minimum, the following:
 - i. Severity Level,
 - ii. Date/time notified by the County,
 - iii. Name of Contractor's Service Technician(s) or Engineer(s),
 - iv. Component (virtual hardware-Central Server, software-Central Server) and, if applicable, sub-component (e.g., Interfaces, Third-Party Software),
 - v. LACRIS' assigned tracking number from its customer support ticketing system,
 - vi. Description of problem including, if applicable, Solution software version,
 - vii. Root cause of problem,
 - viii. Timeline to completion,
 - ix. Descriptive action(s) taken to resolve issue and/or to prevent recurrence,
 - x. History of actions taken, including communications between Contractor and the County, by Contractor and County personnel, and
 - xi. Date/time completed by Contractor and communicated to the County.
- i. Tracking Service Credits for failure to timely correct Deficiencies as specified in Paragraph 5.0 (Correction of Deficiencies) of this SLA.
- j. Proactively monitoring all RPS Solution software for security breaches (e.g., unauthorized use, attempted hacking, etc.). Reporting all security breaches or attempts to breach, to County Project Manager, the LACRIS Help Desk, and Department's Data Security Unit. Coordinating resolution of any IT security breach with County Project Manager, the LACRIS Help Desk, and Department's Data Security Unit.
- k. Tracking RPS Solution Update suggestions initiated by either the County or Contractor Contractor's Customer Support ticketing system. Contractor must conduct a preliminary evaluation within 30 Days and update the service ticket with that preliminary evaluation. Contractor must use this information for RPS base software product-revision planning.

4.3 RESPONSE TIME MONITORING

Contractor is responsible for monitoring the Response Time of the Solution to ensure compliance with the agreed-upon Response Times shown in Attachment C.1 (Solution Response-Time Requirements) to this SLA and any other applicable requirements specified in Exhibit B (Solution Requirements) to the Contract and this SLA.

Contractor must perform Response Time monitoring at regular intervals and in sufficient detail to detect problems. Contractor must provide the County with direct access at any time to any Response Time data collected. Whenever requested by the County, Contractor must provide the County with reports and/or a download of related Response Time data along with all applicable documentation that may be

necessary for the County to independently monitor System Response Times.

The County reserves the right to periodically re-evaluate the Response Time baselines or add/modify/delete Response Time requirements listed in Attachment C.1 (Solution Response-Time Requirements) to this SLA to ensure that poor System Response Times do not restrict or delay the County's operations.

4.4 BUSINESS CONTINUITY STRATEGY (DISASTER RECOVERY)

As part of Support Services, Contractor is also responsible for Active-Passive Disaster Recovery Services, including any modifications to the Business Continuity Strategy in the PCD throughout the entire Contract Term.

The RPS Solution is a business-critical System requiring 24/7 operations and no more than an eight-hour period for System failover. The RPS Solution must be Active-Passive, where the secondary data center replicates all System Software, and records near-real-time data. Once Primary site is back online, Contractor must failback the entire RPS Solution, including, but not limited to, full data replication, from the secondary data center to the primary data center within eight hours. Contractor must maintain and implement Active-Passive Disaster Recovery and avoidance procedures to ensure that the System and the Solution provided hereunder are minimally interrupted during any Disaster. Contractor must provide the County with a copy of its current Business Continuity Strategy and all updates throughout the entire Term of the Contract. All requirements of the Contract, including, but not limited to, those relating to security, personnel due diligence, and training will apply to Contractor's Disaster Recovery site.

Upon the County's declaration of the Disaster, Contractor must provide the Services outlined in the Business Continuity Strategy. Contractor will be subject to the following Service Level requirements as part of Active-Passive Disaster Recovery, which will be contained in and are incorporated into the Business Continuity Strategy:

- a. To the extent possible, Contractor is responsible for continuation of Service and restoration of the System and the Solution within eight hours.
- b. In the event of a Disaster declaration, Contractor must maintain regular and consistent communication with the County about the outage and steps taken to restore the System and the Solution.
- c. County Project Manager and Contractor Project Manager will both designate Disaster Recovery managers who, during any Disaster event, will be responsible for managing and ensuring communications between the two parties.
- d. Upon the County's declaration of the Disaster, Contractor must within eight hours:
 - i. Failover the System to the secondary data center, and
 - ii. Failback to the recovered target server at primary data center.
- e. Contractor's failure to restore the Solution within eight hours will result in an Incident and deemed Unscheduled Downtime, to be determined solely by County Project Director.

5.0 CORRECTION OF DEFICIENCIES

5.1 IDENTIFICATION OF DEFICIENCIES

Deficiencies may be identified either by Contractor's use of its own monitoring tools or discovered by the County. Upon discovery of a Deficiency by the County, the County will report the Deficiency to Contractor's Customer Support for resolution in accordance with this SLA. Upon discovery of a Deficiency by Contractor, Contractor will report the Deficiency to County Project Manager. Regardless of the Deficiency discovery source, Contractor must keep the County informed on all identified Deficiencies. The parties must mutually agree to assign the appropriate Severity Level to any Deficiency discovered by Contractor.

The Severity Level of a Deficiency will be assigned according to the Severity Level definitions set forth in Paragraph 5.2.1 (Problem Correction Priorities) of this SLA. Based on Contractor's proposed solution and/or workaround(s) for the Deficiency, the County may reevaluate, and escalate or downgrade the Severity Level of the Deficiency, pursuant to Paragraph 5.2.3 (Severity Level Adjustment) of this SLA.

5.2 RESOLUTION OF DEFICIENCIES

5.2.1 PROBLEM CORRECTION PRIORITIES

For each Deficiency reported by the County to Contractor, the County will assign the Severity Level to that Deficiency. For each Deficiency discovered by Contractor's problem monitoring system, Contractor must initially assign that Deficiency's Severity Level in consultation with the County.

Following a report of a Deficiency from the County, Contractor must respond back to the County within the prescribed "Service Response Timeframe" and resolve each such Deficiency within the specified "Resolution Time," as shown in the below table. Resolution Time for correction of Deficiencies will start tolling when the County first notifies Contractor of a Deficiency by telephone or otherwise as specified herein, including Contractor's Customer Support, and will end when the County determines that the Deficiency has been resolved.

SEVERITY LEVEL	DESCRIPTION OF DEFICIENCY (ANY ONE OF THE FOLLOWING)	SERVICE RESPONSE TIMEFRAME	RESOLUTION TIME
1 – Critical	Solution is down (Unscheduled Downtime) or is practically down (e.g., extremely slow Response Time) or does not function at all, as determined by the County. There is no way to circumvent the problem; a significant number of County Users are affected. A production business system is inoperable.	One hour	Resolve Incident or formulate reasonable workaround within four consecutive hours.
2 – Severe	A component of the Solution is not performing in accordance with the Specifications (e.g., reporting module not functioning), creating significant County business impact, its core functionality is not available or one of Solution Requirements is not met, as determined by the County.	Four hours	Resolve Incident or formulate reasonable workaround within eight consecutive hours.
3 – Moderate	A component of the Solution is not performing in accordance with the Specifications but there is a reasonable workaround; there are unexpected results, moderate or minor operational impact, as determined by the County.	One day	Resolve Incident within fourteen consecutive Days.
4 - Low	This is a low impact problem and is not significant to operations or is related to education (e.g., general “how to” and informational Solution software questions, Documentation requests, understanding of reports or general “how to” create reports), as determined by the County.	Two days	Next Version Release or six months unless otherwise agreed to by the County and Contractor.

5.2.2 PROBLEM RESOLUTION PROCESS

For any Deficiency reported by the County or discovered by Contractor, Contractor must immediately commence corrective action. Contractor must correct all Deficiencies within the “Resolution Time” period specified above. Contractor must also immediately commence to develop a workaround or a fix for any Severity Level 1 or Severity Level 2 Deficiency (hereinafter “Major Deficiency”). The County and Contractor must agree on the Deficiency resolution, whether by a permanent solution or a temporary workaround, as determined by the County.

Contractor must provide the best level of effort to correct all Deficiencies and, in particular, Deficiencies with Severity Level 1, Severity Level 2, or Severity Level 3, within the prescribed Resolution Times. In the event that Contractor

fails to correct a Deficiency within the prescribed Resolution Time, Contractor must provide the County with a written or electronic report that includes a detailed explanation of the status of such Deficiency, preliminary actions taken, detailed mitigation plans and an estimated time for correcting the Deficiency. This process will be repeated until the Deficiency is resolved and the resolution is approved by County Project Manager.

5.2.3 SEVERITY LEVEL ADJUSTMENT

The County may escalate or downgrade a Severity Level of a Deficiency if the Deficiency meets the Severity Level definition in Paragraph 5.2 (Resolution of Deficiency) above. A Deficiency may also be escalated by the County if the Deficiency persists or re-occurs, as determined by County Project Manager. At the time the Deficiency is escalated or downgraded, an appropriate timeline will be applied for resolution of such Deficiency in accordance with Paragraph 5.2.1 (Problem Correction Priorities) of this SLA. Contractor may request a special exception to the above timeline where there are extenuating circumstances. The decision to provide an extension along with its appropriate timeline will be made at the sole discretion of County Project Manager.

If a workaround may be provided by Contractor for a Deficiency, the County and Contractor may agree to downgrade the Severity Level of such Deficiency until a mutually agreed-upon date. If a permanent solution is not provided by such agreed-upon date, the County at its sole determination may escalate the Severity Level back to the original Severity Level or higher, as provided herein.

5.3 SYSTEM PERFORMANCE REQUIREMENTS

Contractor must meet all the System Performance Requirements of the RPS Solution that are within Contractor's control. System Performance must include, but not be limited to, the requirements specified in the table below, Exhibit B (Minimum Solution Requirements), Attachment C.1 (Solution Response-Time Requirements) to this SLA, and Disaster Recovery specified in Paragraph 4.4 (Business Continuity Strategy (Disaster Recovery) above. All System Performance Deficiencies will be deemed Severity Level 2 Deficiencies or higher for the purpose of the correction of Deficiencies and other County remedies.

SYSTEM PERFORMANCE CATEGORY	SYSTEM PERFORMANCE REQUIREMENT
System Availability	99.9%
Response Time	System Response Time baselines
Active-Passive Disaster Recovery	Pursuant to the provisions and requirements of Paragraph 4.4 (Business Continuity Strategy (Disaster Recovery)) of this SLA.

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

- a. "System Availability" will be calculated and based on the formula set forth in Paragraph 6.2 (Service Credits) of this SLA.
- b. Contractor must monitor System Response Times using a Contractor-supplied System Response Time measurement method. System Response Time measurements will be calculated by averaging Response Time(s) for each of the established baseline System Response Time requirements [see Attachment C.5 (Solution Response-Time Requirements) to this SLA]. The actual measurement methodology to be applied will be as directed by County Project Director.
- c. For each measurement taken, Contractor must provide the County with an automated report itemizing each function tested, in a form and format as determined by County Project Director.
- d. System Response Time Deficiency
A System Response Time Deficiency that fits the definition of a Major Deficiency will be deemed to cause Unscheduled Downtime. Unscheduled Downtime will begin to accrue after four hours for Severity Level 1 (Critical), and after eight hours for Severity Level 2 (Severe) and will entitle the County to assess Service Credits as provided in Paragraph 6.2 (Service Credits) below. Any unresolved Moderate Severity Level 3 Deficiency by Contractor will begin to accrue after 30 Days and will entitle the County to assess Service Credits.
- e. Disaster Recovery
Any County-observed Deficiency which may prevent Contractor from delivering Disaster Recovery services to the County in a timely manner, pursuant to Paragraph 4.4 [Business Continuity Strategy (Disaster Recovery)] of this SLA, will be deemed to cause Unscheduled Downtime and will entitle the County to assess Service Credits as provided in Paragraph 6.2 (Service Credits) below.

6.0 REMEDIES

6.1 GENERAL

Credits will accrue for Unscheduled Downtime and System Performance Deficiencies, including Contractor's failure to meet the System Availability requirements and/or System or Service Response Time requirements [hereinafter "Service Credit(s)"]. For purposes of assessing Service Credits and this SLA, "Unscheduled Downtime" will mean the total combined amount of time during any Service month, measured in minutes, during which the System has a Major Deficiency which exceeds the resolution time durations stated in Paragraph 5.2.1 (Problem Correction Priorities) above, or any Moderate Deficiency that is unresolved by Contractor within 30 Days, excluding Scheduled Downtime.

6.2 SERVICE CREDITS

Without limiting any other rights and remedies available to the County, either pursuant to the Contract, or by law or in equity, the County will be entitled to Service Credits calculated based on the length of the combined Unscheduled Downtime during any Service month (hereinafter "System Unavailability"), as provided below.

SYSTEM AVAILABILITY (% OF SERVICE MONTH)	HOURLY UNSCHEDULED DOWNTIME RANGE / MONTH	SERVICE CREDITS (% OF MONTHLY FEE FOR APPLICABLE SERVICE MONTH)
=> 99.9% and <= 100%	0:00 – 1:00 hours	None
=> 98.9% and < 99.9%	1:01 – 8:00 hours	5%
and < 98.9%	Beyond 8:01 hours	15%

For purposes of calculating Service Credits, “System Availability” percentage will be calculated as follows:

System Availability = (Total Monthly Time – Unscheduled Downtime) ÷ Total Monthly Time

Example: 1,050 minutes of total Unscheduled Downtime during a 30-Day Service month.

$[43,200 - 1,050] \div 43,200 = 97.6\%$ System Availability, with 15% Service Credit

Service Credits, in any amounts, are not and will not be construed as penalties and, when assessed, will be deducted from the County’s payment(s) due to Contractor.

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AND PRIVACY REQUIREMENTS EXHIBIT**

FOR

REGIONAL PHOTO SYSTEM (RPS) SOLUTION

ATTACHMENT C.1

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The County of Los Angeles (“County”) is committed to safeguarding the Integrity (as defined below) of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Attachment (“Attachment”) sets forth the County and the Contractor’s commitment and agreement to fulfill each of their respective obligations under applicable local, 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 Attachment 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 Attachment 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 Attachment and the Contract, this Attachment will 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.

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- 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 must 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 must 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 must 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 must:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;

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- 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 must 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 must 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 must 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 must perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor must 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 must 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 must retain exclusive rights and ownership thereto. County Information must not be used by the Contractor for any purpose other than as required under this Contract, nor must 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

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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 must 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 local, state and federal law governing the protection of personal Information, (ii) any local, 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 must 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

Refer to Paragraph 18.0 (Confidentiality) and Attachment C.2 (Departmental Information Security Requirements) of the Contract.

7. 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 Attachment must also apply to all Subcontractors and third parties. The Contractor or third party must be subject to the following terms and conditions: (i) each 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 must 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 must obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

8. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information must 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 mobiles, 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

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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, any cloud storage of County information must reside in CJIS compliant cloud providers only. All mobile devices storing County Information must 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.

9. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor must 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 must (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 must 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 must provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b. below of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor must 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 must 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 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.

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10. 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.

11. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor must: (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 13 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 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups must be encrypted in compliance with the encryption requirements noted above in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

12. ACCESS CONTROL

Subject to and without limiting the requirements under Section 8 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 8 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 must apply to back-up media stored by the Contractor at off-site facilities.

The Contractor must 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 must 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

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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 must record, review and act upon all events in accordance with Incident response policies set forth in Section 13 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor must ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. SECURITY AND PRIVACY INCIDENTS

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

- 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 must 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:

James Thurmond
Acting Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5660

Chief Privacy Officer:

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

Departmental Information Security Officer:

Fransiscus X. Gunawan
Departmental Information Security Officer
12440 Imperial Hwy Suite 400 E
Norwalk, CA 90650
(562) 345-4181

- 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,

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- 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, and
 - 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 must 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 the Contract and this Exhibit, Contractor will 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.

14. 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 additional remedies available within law or equity. Any breach of Confidentiality as outlined in Paragraph 18.0 (Confidentiality) and Attachment C.2 (Departmental Information Security Requirements) of the Contract, constitutes a material breach of this Contract and will be grounds for immediate termination of this Contract at the exclusive discretion of the County.

15. AUDIT AND INSPECTION

Refer to Attachment C.2 (Departmental Information Security Requirements) to the Contract.

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ADDENDUM A: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS

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

- a. **Inventory:** The Contractor must actively manage, including through inventory, tracking, loss prevention, replacement, updating, and correcting, all hardware devices covered under this Contract. The Contractor must be able to provide such management records to the County at inception of the contract and anytime upon request.
- b. **Access Control:** The Contractor agrees to manage access to all Systems or Hardware covered under this Contract. This includes industry-standard management of administrative privileges including, but not limited to, maintaining an inventory of administrative privileges, changing default passwords, use of unique passwords for each individual accessing Systems or Hardware under this Contract, and minimizing the number of individuals with administrative privileges to only those strictly necessary. Prior to effective date of this Contract, the Contractor must document their access control plan for Systems or Hardware covered under this Contract and provide such plan to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) for review and approval. The Contractor must modify and/or implement such plan as directed by the DISO and CISO.
- c. **Operating System and Equipment Hygiene:** The Contractor agrees to ensure that Systems or Hardware will be kept up to date, using only the most recent and supported operating systems, applications, and programs, including any patching or other solutions for vulnerabilities, within 90 Days of the release of such updates, upgrades, or patches. The Contractor agrees to ensure that the operating system is configured to eliminate any unnecessary applications, services and programs. If for some reason the Contractor cannot do so within 90 Days, the Contractor must provide a Risk assessment to the Sheriff's Department, Departmental Information Security Officer (DISO).
- d. **Vulnerability Management:** The Contractor agrees to continuously acquire, assess, and take action to identify and remediate vulnerabilities within the Systems and Hardware covered under this Contract. If such vulnerabilities cannot be addressed, the Contractor must provide a Risk assessment to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO). The County's CISO must approve the Risk acceptance and the Contractor accepts liability for Risks that result to the County for exploitation of any un-remediated vulnerabilities.
- e. **Media Encryption:** Throughout the duration of this Contract, the Contractor will encrypt all workstations, portable devices (e.g., mobiles, wearables, tablets,) and removable media (e.g., portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) associated with Systems and Hardware provided under this Contract in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise required or approved by the Sheriff's Department DISO.
- f. **Malware Protection:** The Contractor will provide and maintain industry-standard endpoint antivirus and anti-malware protection on all Systems and Hardware as approved or required by the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) to ensure provided hardware is free, and remains free of malware. The Contractor agrees to provide the County documentation proving malware protection status upon request.

ATTACHMENT C.1
COUNTY - INFORMATION SECURITY
AND PRIVACY REQUIREMENTS EXHIBIT

ADDENDUM C: APPLICATION SOURCE CODE REPOSITORY

The Contractor must manage the source code in the manner prescribed in this Addendum unless the Contract prescribes procedures for managing the source code and those procedures are no less stringent than the procedures described in this addendum.

- a. **County Application Source Code.** To facilitate the centralized management, reporting, collaboration, and continuity of access to the most current production version of application source code, all code, artifacts, and deliverables produced under this Contract, (hereinafter referred to as “County Source Code”) must be version controlled, stored, and delivered on a single industry-standard private Git repository, provided, managed, and supported by the County. Upon commencement of the contract period, the Contractor will be granted access to the County’s private Git repository.
- b. **Git Repository.** The Contractor will use the County Git repository during the entire lifecycle of the project from inception to final delivery. The Contractor will create and document design documents, Data flow diagrams, security diagrams, configuration settings, software or hardware requirements and specifications, attribution to third-party code, libraries and all dependencies, and any other documentation related to all County Source Code and corresponding version-controlled documentation within the Git repository. This documentation must include an Installation Guide and a User Guide for the final delivered source code such that County may download, install, and make full functional use of the delivered code as specified and intended.

ATTACHMENT C.2

DEPARTMENTAL INFORMATION SECURITY REQUIREMENTS

FOR

REGIONAL PHOTO SYSTEM (RPS) SOLUTION

DEPARTMENTAL INFORMATION SECURITY REQUIREMENTS

This Attachment C.2 sets forth information security procedures to be established by Contractor before the effective date of the Contract and maintained throughout the Term of the Contract. These procedures are in addition to the requirements of the Contract. They present a minimum standard only. However, it is Contractor's sole obligation to: (i) implement appropriate measures to secure its systems and data, including Personal Information, Protected Health Information and the County's Confidential Information, against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum standards set forth in this Attachment will constitute a material, non-curable breach of the Contract by Contractor, entitling the County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. Unless specifically defined in this Attachment, capitalized terms have the meanings set forth in the Contract.

1. SECURITY POLICY

Contractor must establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "**Information Security Policy**"). The Information Security Policy will be communicated to all Contractor personnel in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.

2. PERSONNEL AND CONTRACTOR PROTECTIONS

Contractor must screen and conduct background checks on all Contractor personnel who will have access to the County's Confidential Information, including Personally Identifiable Information and Protected Health Information, for potential security risks and require all employees and contractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), will specifically address security risks, controls, and procedures for information systems. Contractor must supply each of its Contractor personnel with appropriate, ongoing training regarding information security procedures, Risks, and Threats. Contractor must have an established set of procedures to ensure Contractor personnel promptly report actual and/or suspected breaches of security.

3. REMOVABLE MEDIA

Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by the County in writing, Contractor must institute strict security controls, including encryption of Removable Media (as defined below), to prevent transfer of Personally Identifiable Information and Protected Health Information to any form of Removable Media. For purposes of this Attachment, "**Removable Media**" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

4. STORAGE, TRANSMISSION AND DESTRUCTION OF PROTECTED HEALTH INFORMATION

All Protected Health Information will be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended and supplemented by the Health Information Technology for Economic and Public Health Act (HITECH). Without limiting the generality of the foregoing, Contractor must encrypt all workstations and portable devices (e.g., mobiles, wearables, tablets, thumb drives, external hard drives) that store the County's Confidential Information (including Protected Health Information) in accordance with Federal Information Processing Standard (FIPS) 140-2. Contractor must encrypt the County's Confidential Information transmitted on networks outside of Contractor's control with Secure Socket Layer (SSL or TLS), at a minimum, cipher strength of 256 bit. If the County's Confidential Information is no longer required to be retained by Contractor under the Contract and applicable law, Contractor must destroy such information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Protected Health Information consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the Protected Health Information cannot be retrieved. Contractor must not store the County's Confidential Information (including Protected Health Information) in the cloud or in any other online storage provider.

All mobile devices storing the County's Confidential Information (including Protected Health Information) must be managed by a Mobile Device Management system. All workstations/PCs will maintain the latest security patches and have the latest virus definitions. Virus scans should be run daily and logged.

5. DATA CONTROL; MEDIA DISPOSAL AND SERVICING

Subject to and without limiting the requirements under Section 4 (Storage, Transmission and Destruction of Protected Health Information), Personally Identifiable Information, Protected Health Information, and the County's Confidential Information: (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using appropriate encryption technology as designated or approved by County Project Director in writing; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using encryption technology designated by Contractor and previously approved by the County in writing. The foregoing requirements will apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor must ensure all County's Confidential Information, including Personally Identifiable Information and Protected Health Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

6. HARDWARE RETURN

Upon termination or expiration of the Contract at any time upon the County's request, Contractor must return all hardware, if any, provided by the County containing Personally Identifiable Information, Protected Health Information, or the County's Confidential Information to the County. The Personally Identifiable Information, Protected Health Information, and the

County's Confidential Information should not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by the County. In the event the hardware containing the County's Confidential Information or Personally Identifiable Information is owned by Contractor or a third party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company and/or individual who performed the destruction will be sent to a designated County security representative within 15 Days of termination or expiration of the Contract or at any time upon the County's request. Contractor's destruction or erasure of Personal Information and Protected Health Information pursuant to this Section will be in compliance with industry Best Practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

7. PHYSICAL AND ENVIRONMENTAL SECURITY

Contractor facilities that process Personally Identifiable Information, Protected Health Information, or the County's Confidential Information must be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

8. COMMUNICATIONS AND OPERATIONAL MANAGEMENT

Contractor must: (i) monitor and manage all of its information processing facilities, including without limitation, implementing operational procedures, change management and incident response procedures; (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.

9. ACCESS CONTROL

Contractor must implement formal procedures to control access to its systems, services, and data, including but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services will be controlled, including but not limited to, the use of properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including but not limited to, authentication, authorization, and event logging;
- c. Applications will include access control to limit user access to information and application system functions; and
- d. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor must record, review and act upon all events in accordance with incident response policies set forth below.

10. SECURITY INCIDENT

A "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification or interference with system operations in an information system.

- a. Contractor must promptly notify (but in no event more than 24 hours after the detection of a Security Incident) the designated County security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.

- b. The notice must include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.
- c. Contractor must provide a report of all Security Incidents noting the corrective actions taken to mitigate the Security Incidents. This will be provided via a written letter to the County security representative as part of Contractor's annual audit or as reasonably requested by the County. The County or its third party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of Personally Identifiable Information, Protected Health Information, and the County's Confidential Information.
- d. The County reserves the right to view, upon request, summary results (i.e., the number of high, medium and low vulnerabilities) and related corrective action schedule for which Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these summary results and corrective action schedules will be sent to the County security contact.

11. CONTRACTOR SELF AUDIT

As part of Contractor's annual audit or upon the County's request, Contractor must provide to the County a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by Contractor or a third party; and (2) the corrective actions or modifications, if any, Contractor must implement in response to such audits.

Relevant audits conducted by Contractor as of the effective date must include:

- a. ISO 27001:2013 (Information Security Management) or FDA's Quality System Regulation, etc. – Contractor-wide. A full recertification is conducted every three (3) years with surveillance audits annually.
 - (i) **External Audit** – Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.
 - (ii) **Internal Audit** – Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor's Quality System ("CQS") in support of applicable regulations, standards, and requirements.
 - (iii) **Supplier Audit** – Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.
 - (iv) **Detailed findings** – are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to the County as provided above and the ISO certificate is published on Buck Consultants LLC.
- b. SSAE-16 (formerly known as SAS -70 II) – As to the Hosting Services only:
 - (i) Audit spans a full twelve (12) months of operation and is produced annually.
 - (ii) The resulting detailed report is available to the County.

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

12. SECURITY AUDITS

In addition to the audits described in Section 11 (Contractor Self Audit), during the Term of the Contract, the County or its third-party designee may annually, or more frequently as agreed in writing by the parties, request a security audit of Contractor's data center and systems. The audit will take place at a mutually agreed time by the parties, but in no event on a date more than 90 Days from the date of the request by the County. The County's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls, inspection, process reviews, policy reviews, evidence of external and internal vulnerability scans, evidence of code reviews, and evidence of system configuration and audit log reviews. The County will pay for all third-party costs associated with the audit. It is understood that summary data of the results must be filtered to remove the specific information of other Contractor customers such as IP address, server names, etc.

Contractor must cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the County's regulators will have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

13. CONFIDENTIALITY

- a. **Confidential Information.** Contractor agrees that all information supplied by its affiliates and agents to the County including, without limitation, (a) any information relating to the County's customers, patients, business partners, or personnel; (b) Personally Identifiable Information (as defined below); and (c) any Protected Health Information under HIPAA and HITECH, will be deemed confidential and proprietary to the County, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary" ("Confidential Information"). To be deemed "Confidential Information," trade secrets and mask works must be plainly and prominently marked with restrictive legends.
- b. **County Data.** All of the County's Confidential Information, data, records and information of the County to which Contractor has access, or otherwise provided to Contractor under the Contract ("County Data"), is and will remain the property of the County and the County retains exclusive rights and ownership thereto. The County Data may not be used by Contractor for any purpose other than as required under the Contract, nor may such data or any part of such data be disclosed, sold, assigned, leased or otherwise disposed of to third parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.
- c. **Non-Exclusive Equitable Remedy.** Subject to the limitations and other applicable provisions set forth in the Contract, Contractor acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may result in irreparable harm to the County, and therefore, that upon any such breach or any threat thereof, 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 either of them might have at law or equity. Any breach of this Section 13 (Confidentiality) will constitute a material breach of the

Contract and be grounds for immediate termination of the Contract in the exclusive discretion of the County.

- d. **Personally Identifiable Information.** “Personally Identifiable Information” means any information that identifies a person, including but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information includes, but not be limited to, all “nonpublic personal information,” as defined under the Gramm-Leach-Bliley Act (15 United States Code (“U.S.C.”) §6801 et seq.), Protected Health Information, and “Personally Identifiable Information” as that term is defined in EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data.
 - i. **Personally Identifiable Information.** In connection with the Contract and performance of the services, Contractor may be provided or obtain, from the County or otherwise, Personally Identifiable Information pertaining to the County’s current and prospective personnel, directors and officers, agents, investors, patients, and customers and may need to process such Personally Identifiable Information and/or transfer it, all subject to the restrictions set forth in the Contract and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the services.
 - ii. **Treatment of Personally Identifiable Information.** Without limiting any other warranty or obligations specified in the Contract, and in particular the Confidentiality provisions of the Contract, during the Term of the Contract and thereafter in perpetuity, Contractor must not gather, store, log, archive, use, or otherwise retain any Personally Identifiable Information in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any Personally Identifiable Information to any third party, except as expressly required to perform its obligations in the Contract or as Contractor may be expressly directed in advance in writing by the County. Contractor represents and warrants that Contractor will use and process Personally Identifiable Information only in compliance with (a) the Contract, (b) the County’s then current privacy policy, and (c) all applicable local, state, and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection).
 - iii. **Retention of Personally Identifiable Information.** Contractor must not retain any Personally Identifiable Information for any period longer than necessary for Contractor to fulfill its obligations under the Contract. As soon as Contractor no longer needs to retain such Personally Identifiable Information in order to perform its duties under the Contract, Contractor must promptly return or destroy or erase all originals and copies of such Personally Identifiable Information as required by the Contract.
- e. **Return of Confidential Information.** On the County’s written request or upon expiration or termination of the Contract for any reason, Contractor must promptly: (a) return or destroy, at the County’s option, all originals and copies of all documents and materials it has received containing the County’s Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of the Contract; and (c) 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 Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection 13 (a), and provide a notarized written statement to the County certifying that all documents and materials referred to in Subsections 13 (a) and (b) above have been delivered to the County or destroyed, as requested by the County. On termination or expiration of the Contract, the County will return or destroy all Contractor's Confidential Information (excluding items licensed to the County hereunder or that are required for use of the Deliverables and/or the Software), at Contractor's option.

ATTACHMENT C.3

DEPARTMENTAL APPLICATION SECURITY REQUIREMENTS

FOR

REGIONAL PHOTO SYSTEM (RPS) SOLUTION

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Introduction

Security Requirements Goals and Objectives:

The Application Security Requirements outlines the overall security requirements that need to be addressed for every software application deployed and/or used by the County of Los Angeles (County). These requirements apply to all County and externally hosted applications: County-developed and third party-developed applications.

These requirements include the overall security capabilities needed to support the business processes for County departments and agencies. At a minimum, these requirements will be used to track, test and monitor the overall System's security capabilities that must consistently be met throughout the terms of the Contract.

Requests for exceptions to any specific requirements within this requirement must be reviewed by the Departmental Information Security Officer (DISO) and approved by the Departmental management. The request should specifically state the scope of the exception, along with justification for granting the exception, the potential impact or risk attendant upon granting the exception, and risk mitigation measures to be undertaken by the project. The Departmental management will review such requests, confer with the requesting project team and approve as appropriate.

Application Name and Brief Description:

Application Owner Name

Application Owner Signature

Departmental Information Security Officer (DISO) Name:

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comments/ Indicate Any Compensating Controls if Requirement Not Met
1.0	Secure Coding		
1.1	Comply with the County Application Secure Coding Standard		
2.0	Software as a Service (SaaS), if applicable		
2.1	Comply with the County SaaS Security and Privacy Standard		
3.0	Authentication (Login/Sign-on)		
3.1	Authentication mechanism uses password that meets the County Password Security Standard		
3.2	Authentication must take place over a secured/encrypted transport protocol (e.g., HTTPS)		
3.3	Application login must be integrated with a central department and/or County authentication mechanism (e.g., AD)		
3.4	System encrypts passwords before transmission		
3.5	Ensure passwords are hashed and salted before storage		

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comments/ Indicate Any Compensating Controls if Requirement Not Met
3.6	For public facing applications, implement multi-factor authentication (e.g., password) for applications with sensitive and/or confidential information (e.g., PII, PHI)		
4.0	Authorization (Permissions)		
4.1	Users are associated with a well-defined set of roles and privileges		
4.2	Users accessing resources hold valid credentials to do so, for example: • User interface (UI) only shows navigation to authorized functions • Server side authorization checks for every function • Server side checks do not solely rely on information provided by user		
4.3	Role and permission metadata is protected from replay or tampering by using one of the following: • Tokens/tickets expires after a single use or after a brief period • Standard authorization/authentication protocol (e.g., SAML, OAuth)		

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comments/ Indicate Any Compensating Controls if Requirement Not Met
5.0	Configuration Management (Database and Application Configuration Security)		
5.1	Database Security: System restricts users from directly accessing the database		
5.2	Application Configuration stores (e.g., web.config, httpd.conf) are secured from unauthorized access and tampering (secure file access permissions)		
5.3	Application/database connection credentials need to be encrypted in transit and in storage		
5.4	Application/database connection and service accounts must comply with least privilege principle (i.e., must not be database admin account)		
6.0	Data Security		
6.1	Sensitive (e.g., password protected) and/or confidential data (e.g., PII, PHI) at rest and in transit must be in an encrypted format (i.e., Board of Supervisors Policy No.5.200)		
6.2	Provide database/file encryption for protection of sensitive data fields while the data is at rest (e.g., stored data)		

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comments/ Indicate Any Compensating Controls if Requirement Not Met
7.0	Audit logging and reporting		
7.1	Application provides audit reports such as configuration, user accounts, roles, and privileges		
7.2	Auditing and logging an event in the system must include, at a minimum: • Successful and unsuccessful logons to application • Security Configuration changes (add, delete users, change roles/group permissions, etc.) • Sensitive business transaction/functions (e.g., override approvals) • All logged information is handled securely and protected as per its data classification		
7.3	The event parameters logged must include: • User or system account ID • Date/time stamp • IP address • Error/event code and type • Type of transaction • User device or peripheral device involved in transactions • Outcome (success or failure) of the event		
7.4	Audit logs must be compliant with the applicable retention schedule and regulatory requirements		

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comments/ Indicate Any Compensating Controls if Requirement Not Met
8.0	Reference		
8.1	County Web Application Secure Coding Standards		
8.2	County Password Security Standard		
8.3	Database Security Standard		
8.4	County Windows Server Baseline Security Standard		

ATTACHMENT C.4

SOLUTION RESPONSE-TIME REQUIREMENTS

FOR

REGIONAL PHOTO SYSTEM (RPS) SOLUTION

ATTACHMENT C.4

SOLUTION RESPONSE-TIME REQUIREMENTS

RPS Web – All Users		
Item No.	TRANSACTION DESCRIPTION	* RESPONSE-TIMES UNDER PEAK LOAD
1	Website load time	Three seconds maximum
2	Login (ADFS)	Five seconds maximum

* Exclusive of County Network, speed measured from primary data center to Norwalk's LACRIS Offices

RPS Web – End Users		
Item No.	TRANSACTION DESCRIPTION	* RESPONSE-TIMES UNDER PEAK LOAD
3	Ingest incoming image/record (e.g., crime scene image) and display (5MB file size)	Two seconds maximum
4	Ingest incoming 100MB video and display on screen for playback	Five seconds maximum
5	Search and display record from database	Four seconds maximum
6	Time between cycling through candidate images	One second maximum
7	Single field search (e.g., MAIN, SID, FBI) results	Two seconds maximum
8	Facial Recognition search result list	Five seconds maximum
9	SMT pattern-matching search result list	Forty-five seconds maximum
10	Open a BOLO/Lineup record to edit	Four seconds maximum
11	Save BOLO, Lineup and Watch list entries	Four seconds maximum
12	Generate/preview BOLO or Lineup for printing	Five seconds maximum for previewing in GUI Four additional seconds maximum to generate/submit to print queue
13	Validate fields for accuracy	One second maximum from field to field in same screen Five seconds maximum when saving record

* Exclusive of the County Network, speed measured from primary data center to Norwalk's LACRIS Offices.

ATTACHMENT C.4

SOLUTION RESPONSE-TIME REQUIREMENTS

RPS Interface/System Administration/Reports		
Item No.	TRANSACTION DESCRIPTION	* RESPONSE-TIMES UNDER PEAK LOAD
14	Receive/process record from MBIS for FR search	Sixty seconds maximum
15	Retrieve ADFS User attributes to create/assign RPS User security rights	Three seconds maximum
16	Save a RPS User's security rights	Three seconds maximum
17	Initial generate/display Dashboard	Ten seconds maximum
18	Screen refresh Dashboard	Three seconds maximum
19	Generate/preview System admin reports in GUI	Fifteen seconds maximum

* Exclusive of the County Network, speed measured from primary data center to Norwalk's LACRIS Offices,

PRICING SCHEDULE
Statement of Work - Implementation (One-Time Fees)

Line #	Category	Item Description	Quantity	Unit of Measure (UOM)	Unit Price	Cost * (Qty x Unit Price)	Comments
1	SOW Deliverables	Deliverable 1 – Project Control Document	1	LOT	36,420.00	\$ 36,420.00	
2		Deliverable 2 – Ongoing Project Management **	1	LOT	Included / Not Billable	\$ -	
3		Deliverable 3.1 – Requirements Review Report	1	LOT	23,775.00	\$ 23,775.00	
4		Deliverable 3.2 – Demonstration and Gap Analysis	1	LOT	124,500.00	\$ 124,500.00	
5		Deliverable 4 – Infrastructure and Technical Assessment	1	LOT	36,400.00	\$ 36,400.00	
6		Deliverable 5 – Implementation Assessment and Strategies	1	LOT	40,210.00	\$ 40,210.00	
7		Deliverable 6 - Customized COTS Solution Design Review and Final Design	1	LOT	315,200.00	\$ 315,200.00	
8		Deliverable 7.1 – Pre-Production Environment Established	1	LOT	324,400.00	\$ 324,400.00	
9		Deliverable 7.2 – Customized COTS Solution Completed	1	LOT	385,400.00	\$ 385,400.00	
10		Deliverable 7.3 – Customized COTS Solution Reviewed and Approved	1	LOT	165,800.00	\$ 165,800.00	
11		Deliverable 8.1 – Data Conversion Completed and Certified	1	LOT	362,700.00	\$ 362,700.00	
12		Deliverable 8.2 – Ongoing Data Conversion and Cleaning	1	LOT	166,550.00	\$ 166,550.00	
13		Deliverable 9.1 – Pre-Production Test Plan Completed	1	LOT	64,860.00	\$ 64,860.00	
14		Deliverable 9.2 – System Interfaces Tested and Certified	1	LOT	68,560.00	\$ 68,560.00	
15		Deliverable 9.3 – Intergration Test Completed	1	LOT	146,880.00	\$ 146,880.00	
16		Deliverable 9.4 – Operational Readiness Test Completed	1	LOT	96,500.00	\$ 96,500.00	
17		Deliverable 9.5 – Performance Test Completed	1	LOT	85,150.00	\$ 85,150.00	
18		Deliverable 9.6 – User Acceptance Test (UAT) Completed	1	LOT	87,085.00	\$ 87,085.00	
19		Deliverable 10 .1– Training Environment Established	1	LOT	28,950.00	\$ 28,950.00	
20		Deliverable 10 .2– Training Plan Completed	1	LOT	8,640.00	\$ 8,640.00	
21		Deliverable 10 .3– Solution and User Documentation Completed	1	LOT	16,400.00	\$ 16,400.00	
22		Deliverable 10 .4– Training Completed	1	LOT	36,500.00	\$ 36,500.00	
23		Deliverable 11 – RPS Secondary Data Center Environment Established	1	LOT	195,100.00	\$ 195,100.00	Reduced fees per discussion with LACRIS
24		Deliverable 12 – Certificate of Production Solution Completed	1	LOT	18,300.00	\$ 18,300.00	
25		Deliverable 13.1 – RPS Go-Live	1	LOT	156,800.00	\$ 156,800.00	
26		Deliverable 13.2 – Warranty Period: Maintain and Support the Production Solution	1	LOT	43,200.00	\$ 43,200.00	
27		Deliverable 13.3 – Transfer of Solution Administration Solution	1	LOT	66,100.00	\$ 66,100.00	
28		Deliverable 14 – Intentionally Omitted	1	LOT			
29		Deliverable 15 – Intentionally Omitted	1	LOT			
30					TOTAL	\$ 3,100,380.00	
* Cost - there will be a 20% holdback on all, due upon Final Acceptance. ** Ongoing Project Management will be included in this implementation engagement.							

PRICING SCHEDULE

Virtual Hardware / Software

Line #	Category	Item Description	Quantity	Unit of Measure (UOM)	Unit Price	Cost * (Qty x Unit Price)	Comments
1	Virtual Hardware	Primary CJIS-Compliant Cloud Enviroment (Please refer to Task 7 and 12)	1	LOT	\$ 168,610.00	\$ 168,610.00	Contractor demonstrates base setup of the Primary CJIS-Compliant Cloud Environment is complete. Est. Finish T0 + 98
2		Secondary CJIS-Compliant Cloud Environment (Please refer to Task 11)	1	LOT	\$ 168,610.00	\$ 168,610.00	Contractor demonstrates base setup of the Secondary CJIS-Compliant Cloud Environment is complete. Est. Finish T0 + 98
3		Direct Network Connection to the Cloud and County's Data Centers (Initial Setup)	1	LOT	\$ 27,540.00	\$ 27,540.00	Contractor demonstrates base setup of the Direct Network Connection to the Cloud and County's Data Centers is complete. Est. Finish T0 + 98
					Subtotal	\$ 364,760.00	
4	Software	3rd Party Software (e.g., OS), for both Primary and Secondary Data Centers	1	LOT	\$ 69,000.00	\$ 69,000.00	Contractor demonstrates base installation of the 3rd Party Software (e.g., OS), for both Primary and Secondary Data Centers is complete. Est. Finish T0 + 98
5		RPS Functionality Software a) Regional Photo System (RPS) Solution	1	LOT	\$ 362,000.00	\$ 362,000.00	Contractor demonstrates base installation of the Regional Photo System (RPS) Solution is complete. Est. Finish T0 + 98
6		b) Facial Recognition Exchange Network (FREN)	1	LOT	\$ 302,000.00	\$ 302,000.00	Facial Recognition Exchange Network (FREN) base installation complete as demonstrated during the Integration Test. Est. Finish T0 + 511
7		c) Facial Recognition Algorithms (2 brands)	1	LOT	\$ 472,000.00	\$ 472,000.00	Facial Recognition Algorithm base installation complete as demonstrated by establishment of the Pre-Production Environment. Est. Finish T0 + 450
8		d) Pattern Matching Algorithm for SMTs	1	LOT	\$ 407,000.00	\$ 407,000.00	Pattern Matching Algorithm for SMTs base installation complete as demonstrated by establishment of the Pre-Production Environment. Est. Finish T0 + 450
					Subtotal	\$ 1,612,000.00	
9	Other Features	IM-30 c	1	LOT	\$ 3,790.00	\$ 3,790.00	Billable upon completion
10		IM-31 a	1	LOT	\$ 18,920.00	\$ 18,920.00	Billable upon completion
11		RE-18 a	1	LOT	\$ 3,790.00	\$ 3,790.00	Billable upon completion
12		RE-19	1	LOT	\$ 18,910.00	\$ 18,910.00	Billable upon completion
13		RE-20	1	LOT	\$ 3,780.00	\$ 3,780.00	Billable upon completion
14		TE-12 a	1	LOT	\$ 11,350.00	\$ 11,350.00	Billable upon completion
15		TE-19	1	LOT	\$ 18,920.00	\$ 18,920.00	Billable upon completion
16		TE-20	1	LOT	\$ 18,920.00	\$ 18,920.00	Billable upon completion
17		TE-21	1	LOT	\$ 75,640.00	\$ 75,640.00	Billable upon completion
18		TE-51 l	1	LOT	\$ 11,350.00	\$ 11,350.00	Billable upon completion
					Subtotal	\$ 185,370.00	
19					TOTAL	\$ 2,162,130.00	
* Cost - there will be a 20% holdback on all, due upon Final Acceptance.							

PRICING SCHEDULE
Maintenance and Support
(M&S)

Line #	Category	Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10		Comments
1	Virtual Hardware	Primary CJIS-Compliant Cloud Environment	\$ 149,500.00	\$ 149,500.00	\$ 149,500.00	\$ 149,500.00	\$ 149,500.00	\$ 149,500.00	\$ 199,500.00	\$ 199,500.00	\$ 199,500.00	\$ 199,500.00		Reduced fees per discussion with LACRIS
2		Secondary CJIS-Compliant Cloud Environment	\$ 149,500.00	\$ 149,500.00	\$ 149,500.00	\$ 149,500.00	\$ 149,500.00	\$ 149,500.00	\$ 199,500.00	\$ 199,500.00	\$ 199,500.00	\$ 199,500.00		Reduced fees per discussion with LACRIS
3		Direct Network Connection to the Cloud and County's Data Centers	\$ 4,900.00	\$ 4,900.00	\$ 4,900.00	\$ 4,900.00	\$ 4,900.00	\$ 5,047.00	\$ 5,047.00	\$ 5,047.00	\$ 5,047.00	\$ 5,047.00		Removed annual increases
		Subtotal	\$ 303,900.00	\$ 303,900.00	\$ 303,900.00	\$ 303,900.00	\$ 303,900.00	\$ 304,047.00	\$ 404,047.00	\$ 404,047.00	\$ 404,047.00	\$ 404,047.00		
4	Software	3rd Party Software (e.g., OS) for both Primary and Secondary Data Centers	\$ 69,000.00	\$ 69,000.00	\$ 69,000.00	\$ 69,000.00	\$ 69,000.00	\$ 71,070.00	\$ 71,070.00	\$ 71,070.00	\$ 71,070.00	\$ 71,070.00		Reduced fees per discussion with LACRIS
5		RPS Functionality Software:	\$ 117,552.00	\$ 117,552.00	\$ 117,552.00	\$ 117,552.00	\$ 117,552.00	\$ 121,079.00	\$ 121,079.00	\$ 121,079.00	\$ 121,079.00	\$ 121,079.00		Removed annual increases
6		a) Regional Photo System (RPS) Solution	\$ 89,996.00	\$ 89,996.00	\$ 89,996.00	\$ 89,996.00	\$ 89,996.00	\$ 92,696.00	\$ 92,696.00	\$ 92,696.00	\$ 92,696.00	\$ 92,696.00		Removed annual increases
7		b) Facial Recognition Exchange Network (FREN)	\$ 145,045.00	\$ 145,045.00	\$ 145,045.00	\$ 145,045.00	\$ 145,045.00	\$ 149,396.00	\$ 149,396.00	\$ 149,396.00	\$ 149,396.00	\$ 149,396.00		Removed annual increases
8		c) Facial Recognition Algorithms (2 brands)	\$ 124,577.00	\$ 124,577.00	\$ 124,577.00	\$ 124,577.00	\$ 124,577.00	\$ 128,314.00	\$ 128,314.00	\$ 128,314.00	\$ 128,314.00	\$ 128,314.00		Removed annual increases
		d) Pattern Matching Algorithm for SMTs												
		Subtotal	\$ 546,170.00	\$ 546,170.00	\$ 546,170.00	\$ 546,170.00	\$ 546,170.00	\$ 562,555.00	\$ 562,555.00	\$ 562,555.00	\$ 562,555.00	\$ 562,555.00		M&S TOTAL
		TOTAL	\$ 850,070.00	\$ 850,070.00	\$ 850,070.00	\$ 850,070.00	\$ 850,070.00	\$ 866,602.00	\$ 966,602.00	\$ 966,602.00	\$ 966,602.00	\$ 966,602.00	\$	8,983,360.00

PRICING SCHEDULE

Contract Sum

Category	Category Description	Cost	Comments
SOW Deliverables	SOW Deliverables	\$ 3,100,380.00	
Virtual Hardware / Software	Central Server Equipment, Network Communication, Algorithms, Browser-based Software	\$ 2,162,130.00	
M&S	M&S Fees - Including Hardware, Secondary Data Center, DMS Solution, Algorithms, FREN Software, Direct Network Communication Line, and SLA Service Provisions	\$ 8,983,360.00	
	CONTRACT SUM SUBTOTAL	\$ 14,245,870.00	
	Pool Dollars (20%)	\$ 2,849,174.00	
	MAXIMUM CONTRACT SUM TOTAL	\$ 17,095,044.00	
	Fixed Hourly Rate for Software Engineering Services	\$ 240.00	
	Fixed Hourly Rate for Hardware Refresh Install/Config Services	\$ 220.00	
	Fixed Hourly Rate for Training Services	\$ 205.00	
	Fixed Rate for Misc. Services	\$ 240.00	
	Fixed Rate for User Conferences	\$ 3,500.00	Per attendee

OPTIONAL WORK SCHEDULE

This Schedule D.1 (Optional Work Schedule) will be used by the County to maintain a listing of all Optional Work acquired by the County under the Contract using Pool Dollars and the remaining Pool Dollars following each such acquisition. This Schedule D.1 (Optional Work Schedule) must be included as part of a Change Notice or Amendment, as applicable, for each acquisition of Optional Work using Pool Dollars and will be updated accordingly.

1. OPTIONAL WORK

Item No.	Description / Type (Application Modifications, Professional Services, Additional Products, etc.)	Request Date	Delivery Date	County Approval Date	Maximum Fixed price
					\$
Subtotal (items completed & approved by County)					

In the event the County elects to acquire any of the Optional Work specified above, such Optional Work must be provided by Contractor to the County at the applicable Maximum Fixed Price set forth in Section 1 (Optional Work) above. Professional services including those for programming modifications and consulting services must be provided by Contractor to the County at the Fixed Hourly Rates not exceeding those specified in Exhibit D (Pricing Schedule) to the Contract, which must not increase during the Term of the Contract, including all extensions thereof.

2. POOL DOLLARS

Item No.	Event (Effective Date, Change Notice, Amendment)	Event Date	Adjusted Amount ("+", "-")	Remaining Amount
				\$

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Derek S. Sabatini
Title: Lieutenant
Address: 12440 East Imperial Hwy.
Norwalk, CA 90650
Telephone: (562) 345-4319
E-Mail Address: dssabati@lasd.org

COUNTY PROJECT MANAGER:

Name: Christian Hai
Title: Information Technology Specialist I
Address: 12440 East Imperial Hwy.
Norwalk, CA 90650
Telephone: (562) 345-2786
E-Mail Address: chai@lasd.org

COUNTY CONTRACT ANALYST:

Name: Tony Liu
Title: Administrative Services Manager II
Address: 211 West Temple St.
Los Angeles, CA 90012
Telephone: (213) 229-3272
E-Mail Address: tliu@lasd.org

CONTRACTOR'S ADMINISTRATION

EXHIBIT E2

CONTRACTOR'S NAME: NEC Corporation of America

CONTRACT NO: _____

CONTRACTOR PROJECT DIRECTOR:

Name: Andree Gilmore

Title: Director, PMO and Customer Service

Address: 255 Parkshore Drive, Suite 200

Folsom, California 95630

Telephone: (949) 426-9913

E-Mail Address: andree.gilmore@necam.com

CONTRACTOR PROJECT MANAGER:

Name: Bill Carlson

Title: Sr. Project Manager

Address: 255 Parkshore Drive, Suite 200

Folsom, California 95630

Telephone: (518) 419-4141

E-Mail Address: bill.carlson@necam.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Eugene le Roux

Title: Vice President, Advanced Recognition Systems

Address: 255 Parkshore Drive, Suite 200

Folsom, California 95630

Telephone: (916) 425-7530

E-Mail Address: eugene.leroux@necam.com

Notices to Contractor must be sent to the following:

Name: Ashanti Jones, CFCM (Director, Contract Administration and Contract Compliance)

Title: Attention: Corporate Legal Department

Address: The Towers at Williams Square

5205 N. O'Connor Boulevard, Suite 400; Irving, Texas 75039

Telephone: (214) 262-6000/(214) 262-2000

E-Mail Address: necamcontracts@necam.com

CONTRACTOR'S ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 1 of 2

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

CONTRACTOR NAME _____ Contract No. _____

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 Contractor's Staff 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-

Los Angeles County
Sheriff's Department

NEC Corporation of America
Regional Photo System (RPS) Solution
Exhibit F1 – Contractor Acknowledgement Confidentiality,
and Copyright Assignment Agreement

CONTRACTOR'S ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 2 of 2

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 during 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, Contractor's Staff, and/or by any other person of whom Contractor and Contractor's Staff become aware.

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

COPYRIGHT ASSIGNMENT AGREEMENT

Contractor and Contractor's Staff agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by Contractor and Contractor's Staff in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, Contractor and Contractor's Staff hereby assign and transfer to the County in perpetuity for all purposes all their respective 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 M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the 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: ____/____/____

PRINTED NAME: _____

TITLE of its AUTHORIZED REPRESENTATIVE: _____

CONTRACTOR'S EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 1 of 2

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

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

Los Angeles County
Sheriff's Department

NEC Corporation of America
Regional Photo System (RPS) Solution
Exhibit F2 – Contractor Employee Acknowledgement
Confidentiality, and Copyright Assignment Agreement

CONTRACTOR'S EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 2 of 2

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

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

COPYRIGHT ASSIGNMENT AGREEMENT

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**CONTRACTOR'S NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

Page 1 of 2

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

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

**CONTRACTOR'S NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

Page 2 of 2

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

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

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

COPYRIGHT ASSIGNMENT AGREEMENT

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Los Angeles County
Sheriff's Department

NEC Corporation of America
Regional Photo System (RPS) Solution
Exhibit F3 – Contractor Non-Employee Acknowledgement
Confidentiality, and Copyright Assignment Agreement

CONTRACT DISCREPANCY REPORT**TO:****FROM:****DATES:**

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative_____
Date**CONTRACTOR RESPONSE (Cause and Corrective Action):** _____

Signature of Contractor Representative_____
Date**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** _____

Signature of Contractor Representative_____
Date**COUNTY ACTIONS:** _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date: _____

Contractor Representative's Signature and Date: _____

INVOICE DISCREPANCY REPORT**1. INVOICE DISCREPANCY** to be completed by County Project Manager

Today's Date: _____

Contractor: _____

Phone Number: _____

Date of Subject Invoice: _____

Description of Issues with Subject Invoice:

Signed: _____

County Project Manager

Date: _____

2. REVIEWED:

Signed: _____

County Project Director

Date: _____

3. CONTRACTOR RESPONSE (to be completed by Contractor Project Director)

Date received from County Project Manager: _____

Explanation regarding Issues with Subject Invoice:

Corrective Action Taken:

Signed: _____

Contractor Project Director

Date: _____

4. COUNTY EVALUATION of Contractor's Response and Action taken.

5. Approved by COUNTY:

Date:

Date:

6. Contractor Notified on

 Date:

INSTRUCTIONS

County Project Manager: Forward IDR to the Contractor for investigation and response.

Contractor: Must respond to County Project Manager in writing within ten days of receipt of IDR.

County Project Manager: Forward completed IDR to Contracts Unit

Microsoft Cloud Agreement US Government Community Cloud

This Microsoft Cloud Agreement is incorporated into the Government Contract entered into between the customer who is a Government entity ("Customer") and the person or entity who has entered into a prime contract with the Customer ("Contractor") as an addendum and governs Customer's use of the Microsoft Products. It consists of the terms and conditions below, Use Rights, SLA, and all documents referenced within those documents (together, the "Agreement"). It is effective on the date that the Contractor provisions the Customer's Subscription. Key terms are defined in Section 9.

1. **Grants, rights and terms.**

All rights granted under this agreement are non-exclusive and non-transferable and apply as long as neither Customer nor any of its Affiliates is in material breach of this agreement.

- a. **Software.** Upon acceptance of each order, Microsoft grants Customer a limited right to use the Software in the quantities ordered.
 - i. **Use Rights.** The Use Rights in effect when Customer orders Software will apply to Customer's use of the version of the Software that is current at the time. For future versions and new Software, the Use Rights in effect when those versions and Software are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless Customer chooses to have those changes apply.
 - ii. **Temporary and perpetual licenses.** Licenses available on a subscription basis are temporary. For all other licenses, the right to use Software becomes perpetual upon payment in full.
- b. **Online Services.** Customer may use the Online Services as provided in this agreement.
 - i. **Online Services Terms.** The Online Services Terms in effect when Customer orders or renews a Subscription to an Online Service will apply for the applicable Subscription term. For Online Services that are billed periodically based on consumption, the Online Services Terms current at the start of each billing period will apply to usage during that period.
 - ii. **Suspension.** Microsoft may suspend use of an Online Service during Customer's violation of the Acceptable Use Policy or failure to respond to a claim of alleged infringement. Microsoft will give Customer notice before suspending an Online Service when reasonable.
 - iii. **End Users.** Customer controls access by End Users, and is responsible for their use of the Product in accordance with this agreement. For example, Customer will ensure End Users comply with the Acceptable Use Policy.
 - iv. **Customer Data.** Customer is solely responsible for the content of all Customer Data. Customer will secure and maintain all rights in Customer Data necessary for Microsoft to provide the Online Services to Customer without violating the rights of any third party or otherwise obligating Microsoft to Customer or to any third party. Microsoft does not and will not assume any obligations with respect to Customer Data or to Customer's use of the Product other than as expressly set forth in this agreement or as required by applicable law.

- v. **Responsibility for your accounts.** Customer is responsible for maintaining the confidentiality of any non-public authentication credentials associated with Customer's use of the Online Services.

Customer must promptly notify customer support about any possible misuse of Customer's accounts or authentication credentials or any security incident related to the Online Services.

- c. **Reservation of rights.** Products are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.
- d. **Restrictions.** Customer may use the Product only in accordance with this agreement. Customer may not (and is not licensed to): (1) reverse engineer, decompile or disassemble any Product or Fix, or attempt to do so; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer may not disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters Customer's use of the Online Services. Except as expressly permitted in this agreement or Product documentation, Customer may not distribute, sublicense, rent, lease, lend, resell or transfer and Products, in whole or in part, or use them to offer hosting services to a third party.
- e. **Preview releases.** Microsoft may make Previews available. **Previews are provided "as-is," "with all faults," and "as-available" and are excluded from the SLA and all limited warranties provided in this agreement.** Previews may not be covered by customer support. Previews may be subject to reduced or different security, compliance, and privacy commitments, as further explained in the Online Services Terms and any additional notices provided with the Preview. Microsoft may change or discontinue Previews at any time without notice. Microsoft also may choose not to release a Preview into "General Availability."
- f. **Verifying compliance for Products.**
- i. **Right to verify compliance.** Customer must keep records relating to all use and distribution of Products by Customer and its Affiliates. Microsoft has the right, at its expense, to verify compliance with the Products' license terms. Customer must promptly provide any information reasonably requested by the independent auditors retained by Microsoft in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products that Customer hosts, sublicenses, or distributes to third parties. Customer agrees to complete Microsoft's self-audit process, which Microsoft may request as an alternative to a third-party audit.
- ii. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use of Products, then within 30 days Customer must order sufficient licenses to cover its use. If unlicensed use or distribution is 5% or more, the Customer may be completely responsible for the costs Microsoft has incurred in verification, to the extent permitted by 31 U.S.C. § 1341 (Anti-Deficiency Act) and other applicable Federal law or similar state law (as applicable). The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. Notwithstanding

the foregoing, nothing in this section prevents the Customer from disputing any invoice in accordance with the Contract Disputes Act (41 U.S.C. §§7101- 7109), if and as applicable. If there is no unlicensed use, Microsoft will not subject Customer to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other legal means.

- iii. **Verification process.** Microsoft will notify Customer at least 30 days in advance of its intent to verify Customers' compliance with the license terms for the Products Customer and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not unreasonably interfere with Customer's operations.
2. **Subscriptions, ordering.**
- a. **Available Subscription offers.** The Subscription offers available to Customer will be established by the Government Contract and generally can be categorized as one or a combination of the following:
 - i. **Online Services Commitment Offering.** Customer commits in advance to purchase a specific quantity of Online Services for use during a Term and to pay upfront or on a periodic basis for continued use of the Online Service.
 - ii. **Consumption Offering (also called Pay-As-You-Go).** Customer pays based on actual usage with no upfront commitment.
 - iii. **Limited Offering.** Customer receives a limited quantity of Online Services for a limited term without charge (for example, a free trial) or as part of another Microsoft offering (for example, MSDN). Provisions in this agreement with respect to the SLA and data retention may not apply.
 - iv. **Software Commitment Offering.** Customer commits in advance to purchase a specific quantity of Software for use during a Term and to pay upfront or on a periodic basis for continued use of the Software.
 - b. **Ordering.**
 - i. Orders must be placed through the Contractor. Customer may place orders for its Affiliates under this agreement and grant its Affiliates administrative rights to manage the Subscription, but, Affiliates may not place orders under this agreement. Customer also may assign the rights granted under Section 1.a and 1.b to a third party for use by that third party in Customer's internal business. If Customer grants any rights to Affiliates or third parties with respect to Software or Customer's Subscription, such Affiliates or third parties will be bound by this agreement and Customer agrees to be jointly and severally liable for any actions of such Affiliates or third parties related to their use of the Products.
 - ii. The Contractor may permit Customer to modify the quantity of Online Services ordered during the Term of a Subscription. Additional quantities of Online Services added to a Subscription will expire at the end of that Subscription.
 - c. **Pricing and payment.** Prices for each Product and any terms and conditions for invoicing

and payment will be established by the Contractor.

d. **Renewal.**

- i. Upon renewal of a Subscription, Customer may be required to sign a new agreement, a supplemental agreement or an amendment to this agreement.
- ii. Customer's Subscription will automatically renew unless Customer provides the Contractor notice of its intent not to renew prior to the expiration of the Term.

e. **Eligibility for Academic, Government and Nonprofit versions.** Customer agrees that if it is purchasing an academic, government or nonprofit offer, Customer meets the respective eligibility requirements listed at the following sites:

- i. For academic offers, the requirements for educational institutions (including administrative offices or boards of education, public libraries, or public museums) listed at <http://go.microsoft.com/academic>;
- ii. For government offers, the requirements listed at <http://go.microsoft.com/government>; and
- iii. For nonprofit offers, the requirements listed at <http://go.microsoft.com/nonprofit>.

Microsoft reserves the right to verify eligibility at any time and suspend the Online Service if the eligibility requirements are not met.

f. **Taxes.** The parties are not liable for any of the taxes of the other party that the other party is legally obligated to pay and which are incurred or arise in connection with or related to the transactions contemplated under this agreement, and all such taxes will be the financial responsibility of the party who is obligated by operation of law to pay such tax.

3. **Term, termination.**

- a. **Agreement term and termination.** This agreement will remain in effect until the expiration or termination of the Government Contract, whichever is earliest.
- b. **Cancel a Subscription.** The Government Contract will establish the terms and conditions, if any, upon which Customer may cancel a Subscription.

4. **Security, privacy and data protection.**

- a. **Reseller Administrator Access and Customer Data.** Customer acknowledges and agrees that the Contractor will be the primary administrator of the Online Services for the Term and will have administrative privileges and access to Customer Data, however, Customer may request additional administrator privileges from its Contractor; (ii) Customer can, at its sole discretion and at any time during the Term, terminate its Contractor's administrative privileges; (iii) the Contractor's privacy practices with respect to Customer Data or any services provided by the Contractor are subject to the terms of the Government Contract and may differ from Microsoft's privacy practices; and (iv) the Contractor may collect, use, transfer, disclose, and otherwise process Customer Data, including personal data. Customer consents to Microsoft providing the Contractor with Customer Data and information that Customer provides to Microsoft for purposes of ordering, provisioning and administering the Online Services.

- b. Customer consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. Customer may choose to provide personal information to Microsoft on behalf of third parties (including your contacts, resellers, distributors, administrators, and employees) as part of this agreement. Customer will obtain all required consents from third parties under applicable privacy and data protection laws before providing personal information to Microsoft.
- c. Additional privacy and security details are in the Online Services Terms. The commitments made in the Online Services Terms only apply to the Online Services purchased under this agreement and not to any services or products provided by the Contractor.
- d. As and to the extent required by law, Customer shall notify the individual users of the Online Services that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as directed by the Contractor or as required by law, and Customer shall obtain the users' consent to the same.
- e. Customer appoints the Contractor as its agent for purposes of interfacing with and providing instructions to Microsoft for purposes of this Section 4.

5. ***Warranties.***

a. **Limited warranty.**

- i. **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date Customer is first licensed for that version. If it does not, and Customer notifies Microsoft within the warranty term, then Microsoft will, at its option, (1) return the price Customer paid for the Software license or (2) repair or replace the Software.
- ii. **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer's use. Customer's remedies for breach of this warranty are in the SLA.

The remedies above are Customer's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

- b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse or use inconsistent with this agreement, including failure to meet minimum system requirements. These warranties do not apply to free or trial products, Previews, Limited Offerings, or to components of Products that Customer is permitted to redistribute.
- c. **Disclaimer.** Except for the limited warranties above, to the extent not prohibited by applicable law, Microsoft provides no warranties or conditions for Products and disclaims any other express, implied, or statutory warranties for Products, including warranties of quality, title, non-infringement, merchantability and fitness for a particular purpose.

6. ***Defense of third party claims.***

- a. **By Microsoft.** Microsoft will defend Customer against any third-party claim to the extent it

alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted under this agreement (unmodified from the form provided by Microsoft and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, as its option, either: (1) modify or replace the Product or fix with a functional equivalent; or (2) terminate Customer's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product or Fix after being notified to stop due to a third-party claim.

- b. **Customer's agreement.** Customer agrees that use of Customer Data or non-Microsoft software Microsoft provides or otherwise makes available on Customer's behalf will not infringe any third party's patent, copyright or trademark or make unlawful use of any third party's trade secret. In addition, Customer will not use an Online Service to gain unauthorized access to or disrupt any service, data, account or network in connection with the use of the Online Services.
- c. **Rights and remedies in case of possible infringement or misappropriation.** If Microsoft reasonably believes that a claim under this section may result in a legal bar prohibiting Customer's use of the Product or Fix, Microsoft will seek to obtain the right for Customer to keep using it or modify or replace it with a functional equivalent, in which case Customer must discontinue use of the prior version immediately. If these options are not commercially reasonable, Microsoft may terminate Customer's right to the Product or Fix and refund any amounts Customer has paid for those rights to Software and Fixes and, for Online Services, any amount paid for a usage period after the termination date.
- d. **Other terms.** Customer must notify Microsoft promptly in writing of a claim subject to this section; give Microsoft sole control over the defense and settlement (provided that for any Federal Agency Customers, the control of the defense and settlement is subject to 28 U.S.C. 516); and provide reasonable assistance in defending the claim. Microsoft will reimburse Customer for reasonable out of pocket expenses that it incurs in helping. The remedies provided in this section are the exclusive remedies for the claims described in this section.

Notwithstanding the foregoing, and solely with respect to Federal Agency Customers, Microsoft's rights set forth in this section (and the rights of the third party claiming infringement) shall be governed by the provisions of 28 U.S.C. § 1498.

7. **Limitation of liability.**

For each Product, each party's maximum, aggregate liability to the other under this agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the applicable Products during the term of this agreement, subject to the following:

- a. **Online Services.** For Online Services, Microsoft's maximum liability to Customer for any incident giving rise to a claim will not exceed the amount Customer paid for the Online Service during the 12 months before the incident; provided that in no event will Microsoft's aggregate liability for any Online Service exceed the amount paid for that Online Service during the Subscription.

- b. **Free Products and distributable code.** For Products provided free of charge and code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.
- c. **Exclusions.** In no event will either party be liable for loss of revenue or indirect, special, incidental, consequential, punitive, or exemplary damages, or damages for loss of use, lost profits, revenues, business interruption, or loss of business information, however caused or on any theory of liability.
- d. **Exceptions.** The limits of liability in this section apply to the fullest extent permitted by applicable law, but do not apply to: (1) the parties' obligations under Section 6; or (2) violation of the other's intellectual property rights.

For Customers that are Federal Agencies, this Section shall not impair the Customer's right to recover for fraud or crimes arising out of or related to this agreement under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

8. **Miscellaneous.**

- a. **Notices.** You must send notices by mail, return receipt requested, to the address below.

Notices should be sent to:	Copies should be sent to:
Microsoft Corporation Volume Licensing Group One Microsoft Way Redmond, WA 98052 USA Via Facsimile: (425) 936-7329	Microsoft Corporation Legal and Corporate Affairs Volume Licensing Group One Microsoft Way Redmond, WA 98052 USA Via Facsimile: (425) 936-7329

Customer agrees to receive electronic notices from us, which will be sent by email to the account administrator(s) named for your Subscription. Notices are effective on the date on the return receipt or, for email, when sent. You are responsible for ensuring that the email address for the account administrator(s) named for your Subscription is accurate and current. Any email notice that we send to that email address will be effective when sent, whether or not Customer actually receives the email.

- b. **Assignment.** Customer may not assign this agreement either in whole or in part. Microsoft may transfer this agreement without Customer's consent, but only to one of Microsoft's Affiliates. Any prohibited assignment is void.
- c. **Severability.** If any part of this agreement is held unenforceable, the rest remains in full force and effect.
- d. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver.
- e. **No agency.** This agreement does not create an agency, partnership, or joint venture.
- f. **No third-party beneficiaries.** There are no third-party beneficiaries to this agreement.
- g. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible

for their performance, subject to the terms of this agreement.

- h. **Microsoft as an independent contractor.** The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's confidential information.
- i. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products or services.
- j. **Entire agreement.** This agreement is the entire agreement concerning its subject matter and supersedes any prior or concurrent communications. In the case of a conflict between any documents in this agreement that is not expressly resolved in those documents, their terms will control in the following order of descending priority: (1) this agreement, (2) the Product Terms, (3) the Online Services Terms, and (4) any other documents in this agreement.
- k. **Survival.** All provisions survive termination of this agreement except that requiring performance only during the term of the agreement.
- l. **U.S. export jurisdiction.** Products are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use and destination restrictions issued by U.S. and other governments related to Microsoft products, services, and technologies.
- m. **Force majeure.** Neither party will be liable for any failure in performance due to causes beyond that party's reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Online Services). This Section will not, however, apply to your payment obligations under this agreement.
- n. **Contracting authority.** If you are an individual accepting these terms on behalf of an entity, you represent that you have the legal authority to enter into this agreement on that entity's behalf.
- o. **Additional Terms Applicable when the Customer is a U.S. Federal Agency.**
 - i. No provisions of any shrink-wrap or any click-through agreement (or other similar form of agreement) that may be provided in conjunction with any Product(s) acquired under this agreement shall apply in place of, or serve to modify any provision of this agreement, even if a user or authorized officer of Customer purports to have affirmatively accepted such shrink-wrap or click-through provisions. For the avoid of doubt and without limiting the foregoing, in the event of a conflict between any such shrink-wrap or click-through provisions (irrespective of the products or services that such provisions attach to) and any term or condition of this agreement, then the relevant term or condition of this agreement shall govern and supersede the purchase of such Product(s) to the extent of any such conflict. All acceptance of agreements and renewals shall be executed in writing.
 - ii. If any document incorporated by reference into this agreement, including the Product

Terms and Online Service Terms included and/or referenced or incorporated herein and/or therein, contains a provision (1) allowing for the automatic termination of your license rights or Online Services; (2) allowing for the automatic renewal of services and/or fees; (3) requiring the governing law to be anything other than Federal law; and/or (4) otherwise violates applicable Federal law, then, such terms shall not apply with respect to the Federal Government. If any document incorporated by reference into this agreement, including the Product Terms and Online Service Terms included and/or referenced or incorporated herein and/or therein contains an indemnification provision, such provision shall not apply as to the United States indemnifying Microsoft or any other party.

9. **Definitions.**

Any reference in this agreement to "day" will be a calendar day.

"Acceptable Use Policy" is set forth in the Online Services Terms.

"Affiliate" means any legal entity that a party owns, that owns a party, or that is under common ownership with a party. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity. "Community" means the community consisting of one or more of the following: (1) a Government, (2) a Customer using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which the Customer determines, and Microsoft agrees, that the use of Government Community Cloud Services is appropriate to meet the Customer's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Consumption Offering", "Commitment Offering", or "Limited Offering" describe categories of Subscription offers and are defined in Section 2.

"Customer Data" is defined in the Online Services Terms.

"End User" means any person you permit to access Customer Data hosted in the Online Services or otherwise use the Online Services.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government. "Fix" means a Product fix, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity. "Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms. "Government Contract" means the binding agreement between the Contractor and Customer under which Customer orders Products from the Contractor and the Contractor binds Customer to the terms of the this agreement.

"Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site. "Non-Microsoft Product" is defined in the Online Services Terms.

"Online Services" means any of the Microsoft-hosted online services subscribed to by Customer under this agreement, including Government Community Cloud Services, Microsoft Dynamics Online Services, Office 365 Services, Microsoft Azure Services, or Microsoft Intune Online Services.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Licensing Site and updated from time to time.

"Previews" means preview, beta, or other pre-release version or feature of the Online Services or Software offered by Microsoft to obtain customer feedback.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including Previews.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be a part of an Online Service.

"Subscription" means an enrollment for Online Services for a defined Term as established by your Reseller.

"Term" means the duration of a Subscription (e.g., 30 days or 12 months).

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means the use rights or terms of service for each Product published on the Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.