



County of Los Angeles CHIEF EXECUTIVE OFFICE OPERATIONS CLUSTER

SACHI A. HAMAI
Chief Executive Officer

DATE: April 1, 2020
TIME: 2:00 p.m. – 4:00 p.m.
LOCATION: **TELECONFERENCE CALL-IN NUMBER: 1(415)655-0001**
TELECONFERENCE ID: 926803851

To join via phone, dial 1 (415) 655-0001, then press 926803851 #, then press # when prompted for attendee number ****IF DIALING IN PLEASE CALL IN AT 1:45 P.M. TO FACILITATE PARTICIPANT CHECK-IN****

DUE TO THE CLOSURE OF ALL COUNTY BUILDINGS, MEMBERS OF THE PUBLIC WILL NEED TO CALL IN TO PARTICIPATE IN THE MEETING.

AGENDA

Members of the Public may address the Operations Cluster on any agenda item by submitting a written request prior to the meeting.
Two (2) minutes are allowed for each item.

1. **Call to order – Rick Velasquez/Gevork Simdjian**
2. **INFORMATIONAL ITEM(S):**
(5 minutes)
 - A) Board Letter:
CONTRACT WITH LCPTRACKER, INC., FOR COMPLIANCE
MONITORING OF LOCAL AND TARGETED WORKING HIRING POLICY
DPW – Jose Quevedo, Assistant Deputy Director
County Counsel – Truc Moore, Principal Deputy County Counsel
 - B) Board Letter:
CAL FIRE URBAN FOREST MANAGEMENT PLAN FUNDING
CEO/SI – Gary Gero, Chief Sustainability Officer and
Rita Kampalath, Sustainability Program Officer

CONTINUED ON PAGE 2

3. **PRESENTATION/DISCUSSION ITEMS:**

None available.

4. **Public Comment**
(2 minutes each speaker)

5. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

Board Memo:

ISAB – ADVANCE NOTIFICATION OF INTENT TO EXTEND SOLE SOURCE CONTRACT (SOURCECORP)

Board Letter:

CEO/RE – EIGHT-YEAR LEASE OF PUBLIC DEFENDER AND DISTRICT ATTORNEY (300 SOUTH PARK AVENUE, POMONA)

Board Letter:

CEO/RE – FIVE-YEAR LEASE AMENDMENT DHS/DHR/DCBA (222 SOUTH HILL STREET, LOS ANGELES)

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

| | | | | |
|---|--|--|--------------------------|--|
| OPS CLUSTER AGENDA REVIEW DATE | 4/1/2020 | | | |
| BOARD MEETING | 4/21/2020 | | | |
| SUPERVISORIAL DISTRICT AFFECTED | All Districts | | | |
| DEPARTMENT | Department of Public Works | | | |
| SUBJECT | Award of service contract to LCPtracker, Inc. | | | |
| PROGRAM | Operations | | | |
| SOLE SOURCE CONTRACT | <input type="checkbox"/> Yes X No If Yes, please explain why: | | | |
| DEADLINES/ TIME CONSTRAINTS | | | | |
| COST & FUNDING | <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Total cost: \$574,950</td><td style="width: 50%;">Funding source: CEO Project and Facility Development Budget</td></tr> </table> | | Total cost: \$574,950 | Funding source: CEO Project and Facility Development Budget |
| Total cost: \$574,950 | Funding source: CEO Project and Facility Development Budget | | | |
| | TERMS (if applicable): Initial 3-year term with two 1-year optional renewal periods | | | |
| | Explanation: This system will be fully funded by the Chief Executive Office (CEO) Project and Facility Development Budget (PFD). The maximum contract sum is \$574,950, which includes one-time fees of \$40,500, additional training of \$13,750, subscription fee of \$490,250 for the five-year term for Public Works and various County Departments, including, but not limited to Parks and Recreation, and Internal Services Department, and pool dollars of \$30,450 for additional related services or optional work approved by CEO. | | | |
| PURPOSE OF REQUEST | Award a services contract to LCPtracker, Inc., for compliance monitoring of Local and Targeted Worker Hiring Policy, Business Utilization, Community Workforce Agreement, and related services to Public Works and various County departments | | | |
| BACKGROUND (include internal/external issues that may exist) | <p>The Board established the Local and Targeted Worker Hiring Program (LTWHP) to increase local participation in construction contracts as a strategic effort to retain and create jobs in its most economically challenged communities. Further, to comply with Public Contract Code 2600-2602, the County requires the implementation and monitoring of skilled and trained workforce labor for all Design-Build and Best Value contracts. In addition, the Board established a Countywide Small Business Utilization goal to award 25% of County contracts for goods and certified LSBEs and 3% of such contracts to certified DVBES.</p> <p>Public Works currently monitors the use of Local and Targeted Workers using LCP Tracker and intends to begin tracking LSBE, DVBE, and SE utilization while expanding access to other County Departments.</p> | | | |
| DEPARTMENTAL AND OTHER CONTACTS | Jose Quevedo, Assistant Deputy Director, (626) 458-2500, iuevedo@dpw.lacounty.gov Truc Moore, Principal Deputy County Counsel, (213) 808-8779, tmoore@counsel.lacounty.gov | | | |

April 21, 2020

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:

**SERVICES CONTRACT
BUSINESS OUTREACH AND TECHNICAL SERVICES CORE SERVICE AREA
AWARD OF CONTRACT WITH LCPTRACKER, INC.,
FOR COMPLIANCE MONITORING OF LOCAL AND
TARGETED WORKER HIRING POLICY AND BUSINESS UTILIZATION
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

Public Works is seeking Board approval to award a services contract to LCPtracker, Inc., to provide workforce and business utilization data software to assist County in compliance monitoring of Local and Targeted Worker Hiring Policy, Business Utilization, Community Workforce Agreement, and related services to Public Works and various County departments including, but not limited to, Parks and Recreation and Internal Services Departments.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are not a project under the California Environmental Quality Act for the reasons stated in this Board letter and the record.
2. Award and authorize the Director of Public Works or his designee to execute a contract with LCPtracker, Inc., to provide workforce and business utilization data software to assist County in compliance monitoring of Local and Targeted Worker Hiring Policy, Business Utilization, Community Workforce Agreement, and related services. These services include training, system maintenance, and support to various County departments. The contract will commence upon execution by the County with an initial 3-year term with two 1-year additional extension options for a total contract term of 5 years. The maximum contract sum is \$574,950, which includes a one-time fee of

\$40,500; an additional training fee of \$13,750; a subscription fee of \$490,250 for the 5-year term; and pool dollars of \$30,450.

3. Delegate authority to the Director of Public Works or his designee to use the designated pool dollars of \$30,450, as needed, for additional related services or optional work, with approval of the Chief Executive Office.
4. Delegate authority to the Director of Public Works or his designee to extend the contract for up to two 1-year extension periods based upon project demands and level of satisfaction with services provided.
5. Delegate authority to the Director of Public Works or his designee to extend the term of the contract by up to 1 year to allow a full 5 years of subscription services following completion of implementation services with approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Board has determined that the County is in a unique position to strengthen its local economy by promoting and increasing utilization of Local Small Business Enterprises (LSBE), Disabled Veteran Business Enterprises (DVBE), and Social Enterprises (SE) within Los Angeles County for contracting and purchasing. To that effect, the Board established LSBE and DVBE utilization goals of 25 percent and 3 percent, respectively.

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

Further, to comply with Public Contract Codes, the implementation and monitoring of skilled and trained workforce for all design-build and best value contracts are required by the County. Contractors are required to submit an enforceable commitment to use skilled and trained workforce to perform all work on projects or contracts for all apprenticeable occupations in the building and construction trades.

On November 12, 2019, the Board approved a Community Workforce Agreement for various projects to further support and ensure the hiring of local and targeted workers and encouraging participation in the proposed projects by local small businesses, disabled

veteran-owned businesses, and social enterprises. Community Workforce Agreement requires robust labor compliance monitoring of the covered projects.

The general scope of work by LCPtracker, Inc., (LCPtracker) for the LTWHP labor compliance for construction contracts (Module 1) and Business Utilization for active County contracts (Module 2) include, but are not limited to, providing, implementing, conducting training of a web-based workforce and business utilization data system and capability of developing custom reports. Furthermore, LCPtracker has the capability of providing compliance monitoring for prime contractors and subcontractors.

The award of this contract to LCPtracker will allow Public Works and various County departments to effectively capture, monitor, and evaluate adherence to LTWHP and Business Utilization goals of County contracts and construction contracts.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.1, Drive Economic and Workforce Development in the County and Objective II.1.2, Support Small Business and Social Enterprises; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability and Objective III.3.2, Manage and Maximize County Assets. The recommended actions improve the economic and social well-being of our communities while maximizing and leveraging resources.

FISCAL IMPACT/FINANCING

The proposed LCPtracker contract has an initial 3-year term with two 1-year optional renewal periods for a total contract amount of \$574,950 inclusive of all County departments. The total contract amount of \$574,950 for both Module 1 and Module 2 includes the one-time cost of \$40,500 for implementation, which will take 6 months to 1 year to complete; the fixed annual subscription cost of \$98,050 for each of the 5 years with an allowance of \$13,750 for additional training sessions; and \$30,450 of pool dollars for additional related services and optional work, if needed. Annual subscription fees will not be paid until implementation services are complete and accepted by the County.

The proposed contract will be funded by the Chief Executive Office Project and Facility Development Budget. Expenditures for the subject services incurred by Public Works' Internal Service Fund Capital Project Management Program will be reimbursed through billings to individual approved project budgets.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed contract contains terms and conditions in compliance with the Chief Executive Office and the Board's requirements. The proposed contract also contains information technology and data ownership provisions and service level, standard indemnity, and insurance requirements required by the County. Finally, the proposed contract includes the new Board policy provisions for compliance with the County Policy of Equity, Default Method of Payment: Direct Deposit or Electronic Funds Transfer and Compliance with Fair Chance Employment Practices.

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

The consultant's minority participation and utilization and the Community Business Enterprises participation data is included in Enclosure C. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color. Three-year contracting history for the selected firms are on file with Public Works.

ENVIRONMENTAL DOCUMENTATION

Pursuant to Title 24 of the Code of Federal Regulations, Section 58.34(a)(3), this action is exempt from the National Environmental Policy Act as it involves administrative actions of government.

The proposed action is not a project pursuant to the California Environmental Quality Act because the activity is excluded from the definition of a project by Section 15378(b) of the California Environmental Quality Act Guidelines. The proposed action to provide a web-based tracking system to assist the County in monitoring compliance of LTWHP and Business Utilization goals is an administrative activity of government, which will not result in direct or indirect changes to the environment.

CONTRACTING PROCESS

On September 6, 2018, Public Works issued a Request for Proposal (RFP) for compliance monitoring of LTWHP, Business Utilization, and related services. The RFP was posted on the County's "Doing Business with Us" website (Enclosure D); Public Works' "Do Business With Public Works" website; Twitter; and advertisements were placed in the *Los Angeles Daily Journal*; *Los Angeles Sentinel*; and *La Opinión*. Also, Public Works informed over 1,355 LSBEs, DVBES, and SEs about this business opportunity. Three firms registered on the Public Works website for the RFP.

A preproposal meeting was held on September 25, 2018, and proposals were due October 29, 2018. A total of two proposals were received.

An evaluation committee composed of staff from Parks and Recreation, Internal Services, and Public Works Departments evaluated the written proposals and oral presentations based on criteria described in the RFP, including price, technical expertise, proposed work plan, experience, personnel qualifications, and understanding of the system requirements.

The evaluations were completed without regard to race, creed, color, or gender and in accordance with the informed averaging methodology. Based on the evaluation of the proposals, LCPtracker was selected for negotiations. The selected firm was determined to meet the minimum requirements of the RFP and most qualified to provide the required services. Public Works has determined that LCPtracker's proposed rates for performing the services are reasonable.

Public Works has evaluated and determined that the County of Los Angeles Code, Chapter 2.201 (Living Wage Program), does not apply to the recommended contract. The contract is exempt from the requirements of Proposition A because the services are highly technical in nature.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services or projects during the performance of the recommended contract. The proposed contract will provide compliance monitoring of LTWHP and Business Utilization goals in County contracts and construction contracts to Public Works and various County departments.

The Honorable Board of Supervisors
April 21, 2020
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CONCLUSION

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

Respectfully submitted,

Reviewed by,

MARK PESTRELLA
Director of Public Works

WILLIAM S. KEHOE
Chief Information Officer

MP:JQ:ss

Enclosures

c: Chief Executive Office (Brad Bolger)
Chief Information Office (Greg Melendez)
County Counsel (Truc Moore)
Executive Office

bc: Information Technology Systems & Applications (Jewel Libid)

DRAFT

Enclosure A



William S. Kehoe
CHIEF INFORMATION OFFICER

Office of the CIO CIO Analysis

BOARD AGENDA DATE:

4/21/2020

SUBJECT:

Award of Contract with LCPtracker, Inc. for Compliance Monitoring of Local and Targeted Worker Hiring Policy and Business Utilization

CONTRACT TYPE:

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

SUMMARY:

Description: The Department of Public Works (DPW) is seeking approval to award a contract to LCPtracker, Inc. (LCPtracker) to provide a Software-as-a-Service (SaaS) system to track and monitor the utilization under the Local and Targeted Worker Hire Policy (LTWHP), approved by the Board of Supervisors on June 11, 2019, and the business utilization goals for Local Small Business Enterprises (LSBE), Disabled Veteran Business Enterprises (DVBE), and Social Enterprises (SE) within Los Angeles County. The principal departments that will use this system are DPW, the Department of Parks and Recreation, and the Internal Services Department, plus any additional departments as needed. The recommended contract term is for three years and two optional one-year extensions. The Contract includes the implementation of two software modules and, training, annual subscription fees, and pool dollars for optional work.

DPW is further recommending to the Board of Supervisors that it find the contract work is not a project under the California Environmental Quality Act and that it delegate authority to the Director of Public Works to execute the contract, to extend the contract during the optional extension periods, and to use the pool dollars of \$30,450 for additional related services or optional work upon approval by the Chief Executive Office (CEO).

Contract Amount: The maximum contract sum is \$574,950, including all optional extensions and pool dollars

FINANCIAL ANALYSIS:

Contract costs:

One-time costs

| | | |
|---|-----------|---------------|
| Implementation of Module 1 ^a | \$ | 18,900 |
| Implementation of Module 2 ^b | \$ | 21,600 |
| Additional Training | \$ | 13,750 |
| Total one-time costs: | \$ | 54,250 |

Annual costs:

| | | |
|-------------------------------------|----|---------------|
| Subscription Fee for Module 1 | \$ | 83,200 |
| Subscription Fee for Module 2 | \$ | <u>14,850</u> |
| Subtotal annual costs:..... | \$ | 98,050 |

Total subscription costs based on 60 months:^c.... \$ 490,250

Pool Dollars..... \$ 30,450

Maximum Contract Sum:..... \$ 574,950

Notes:

^a Module 1 is for LTWHP labor compliance for construction contracts.

^b Module 2 will track LSBE, DVBE, and SE business utilization for active County contracts.

^c The Maximum Contract Term is 60 months, including the two optional one-year extensions.

DPW indicates the contract will be funded by the CEO Project and Facility Development Budget, and any expenditures incurred by DPW's Internal Service Fund Capital Management Program will be reimbursed through billings to individual project budgets.

Although this new Contract is recommended based on the evaluation of a Request for Proposals (RFP), DPW has procured similar software and services from LCPtracker since 2010. The Department provided the following breakdown of historical costs:

| Year | Software | Services | Total |
|------|----------|----------|-----------|
| 2010 | \$48,500 | - | \$48,500 |
| 2011 | \$48,500 | \$4,000 | \$52,500 |
| 2012 | \$67,500 | - | \$67,500 |
| 2013 | \$62,500 | - | \$62,500 |
| 2014 | \$84,750 | - | \$87,750* |
| 2015 | \$66,000 | \$5,000 | \$71,000 |
| 2016 | \$77,900 | \$9,900 | \$87,800 |
| 2017 | \$68,000 | - | \$68,000 |
| 2018 | \$63,000 | - | \$63,000 |

**In 2014, additional contract compliance software was purchased*

RISKS:

1. Contractor Performance – DPW has a nine-year history of using similar software from LCPtracker, which should assist in the timely realization of the scope of this Contract. The Contract includes provisions for Termination for Convenience and Termination for Default. The Contractor must carry Technology Errors & Omissions insurance with limits not less than \$10 million and Cyber Liability Insurance with limits not less than \$10 million. There are terms for liquidated damages in the amount of \$500 per day per occurrence for failure to complete work as specified. The Department, as part of the County's Quality Assurance Plan, will monitor the Contractor's performance under the Contract at least once per year.

Further, there are financial remedies for unscheduled downtime of the system, which range from 30 percent of monthly fees for an outage of at least three hours to 100 percent of monthly fees for an outage of 24 hours or longer.

2. Implementation Period and Subscription Fees – The Department estimates that the system may take six to 12 months to implement and be accepted by the County for use. During its initial review, OCIO noted that the Contract was not clear on when the County would begin to be billed for the annual subscription fees, leaving the possibility that the County would pay for the subscription prior to Final Acceptance and before having beneficial or meaningful use. DPW ensured that the Contract indicates that the annual subscription fees will be invoiced upon Final Acceptance of the System and every year thereafter.

3. Information Security Review – The Scope of Work was reviewed by DPW's Information Security Officer and by a County Deputy Chief Information Security Officer (DCISO) on three occasions, including prior to the release of the RFP. They determined that the risk profile of the subject system to be high, considering the large number of records (500,000 currently) and the personally identifiable information, such as name and Social Security number of workers, and sensitive information such as wages and addresses that are needed to monitor the utilization under the LTWHP. Because of the high risk, the DCISO recommended the additional requirements for cyber liability insurance, an annual independent "SOC Type 2" assessment, and support of federated authentication with the County's identity and access management systems. The DPW Information Security Officer confirmed that these requirements were incorporated into the RFP.

PREPARED BY:

GREG MELENDEZ, DEPUTY CHIEF INFORMATION OFFICER

DATE

APPROVED:

WILLIAM S. KEHOE, COUNTY CHIEF INFORMATION OFFICER

DATE

**LOCAL AND TARGETED WORKER HIRE MONITORING AND
BUSINESS UTILIZATION TRACKING SYSTEM
AND RELATED SERVICES CONTRACT**

THIS CONTRACT, made and entered into this _____ day of _____, 2019
("Effective Date").

BY AND BETWEEN

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

AND

LCPTRACKER, INCORPORATED
hereinafter referred to as Contractor,

The parties hereto do mutually agree as follows:

1. Definition

County means either County; County, as agent for such joint powers authority or nonprofit corporation as may be involved in the issuance of bonds, certificates of participation, or other evidences of indebtedness to finance the work contemplated herein; or said joint powers authority or nonprofit corporation. Other definitions and defined terms are contained in the various Exhibits attached to this Contract.

2. Contractor's Services

The Scope of Services shall be as outlined in Exhibit A (Scope of Services). As provided in Exhibit A, Contractor with provide a local and targeted worker hire monitoring and business utilization tracking software system ("System" or "LTWHP System") and provide Support Services and Maintenance Services. Contractor's proposal is incorporated herein as a part of this Contract. In the event that any conflict or inconsistency between this Contract and Contractor's proposal are found, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and the exhibits and attachments to the Contract.

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

Further, Contractor is not guaranteed any minimum amount of work or business under this Contract for the System.

3. Consideration

In consideration of the performance by Contractor in a manner satisfactory to County of the Services described in Section 2 (Contractor Services) above, including receipt and Acceptance of such work by Director, or his designee, of County of Los Angeles Public Works (hereinafter called Director). The Contractor shall be compensated in accordance with Exhibit B, Pricing Sheet. A Contract year is defined as a one-year period beginning on the execution date of this Contract and each anniversary thereafter. Mileage is not reimbursable. There shall be no additional costs for licensing, access to, or use of the System that is separately applied by Contractor to County's contractors and consultants.

County agrees to pay Contractor up to a maximum not-to-exceed fee of Five Hundred Seventy-Four Thousand, Nine Hundred Fifty Dollars (\$574,950) in the manner set forth immediately below and according to the Pricing Schedule attached to this Contract as Exhibit B. County does not guarantee any work or services of any specific monetary amount under this Contract.

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

- a. Payments for the work accomplished shall be made upon verification and Acceptance of such work by Director, as stated in the Exhibit B (Pricing Schedule), up to a maximum contract amount of Five Hundred Seventy-Four Thousand, Nine Hundred Fifty Dollars (\$574,950), which includes \$34,450.00 for Pool Dollars. Invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to Director.
- b. Supplemental Professional Services or Optional Work may be required at County's discretion, upon prior written authorization by Director, and will be based on Contractor's Firm Fixed Hourly Rate and will be paid out of Pool Dollars as identified in Exhibit B (Pricing Schedule).
- c. Contractor shall not proceed with Professional Services or Optional Work not set forth in the Scope of Services or perform services outside the Contract Term without an amendment to this Contract as set forth in Section 49 (Supplemental/Amendment). Contractor will not be paid for any expenditure beyond the Contract amount stipulated without an amendment to this Contract.

- d. Contractor shall provide access to the System to County contractors and subcontractors at no additional cost.
- e. No Payment for Services Provided Following Expiration/Termination of Contract: Contractor shall have no claim against County for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.
- f. A Cost of Living Adjustment will not be granted for this Contract.
- g. Contractor will notify County when Contract amount has been incurred up to 75% of the Contract total.

4. Equipment and Supplies

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

5. County's Responsibility

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

6. County's Representative

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

7. Term

- a. The term of this Contract shall begin on the Effective Date and shall continue for three (3) years. At the sole discretion of the County, this Contract may be extended for two (2) additional option years not to exceed a total contract period of five (5) years. No work will proceed until a Notice to Proceed is issued by the County.

- b. The Contractor shall notify Public Works when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to Public Works at the address herein provided in Section 40 (Notices).
- c. If the County authorizes the Contractor in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Contract shall be automatically extended solely to allow for the completion of such services.

8. Assignment and Delegation

- a. Contractor shall not assign its rights or delegate its duties under the Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this section, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.
- b. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- c. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

9. Authorization Warranty

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

10. Budget Reductions

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

11. Compliance with Applicable Law

- a. In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- b. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subconsultants, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

12. Compliance with Civil Rights Laws

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

13. Compliance with Jury Service Program

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

- a. Unless Contractor, also referred herein as Contractor, has demonstrated to the County's satisfaction either that Contractor is not a Contractor as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- b. For purposes of this Section, 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: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program

shall be attached to the Contract.

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

14. Confidentiality

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

Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subconsultants, to comply with this Section, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County

Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

Contractor shall inform all of its officers, employees, agents, and subconsultants providing services hereunder of the confidentiality provisions of this Contract.

15. Conflict of Interest

No County employee in a position to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

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

16. Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List

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

17. Consideration of Hiring GAIN/GROW Program Participants

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that

the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractor shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

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

18. Contractor Employee Criminal Background Investigation

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

19. Contractor Responsibility and Debarment

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

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

- b. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.
- c. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a Contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
- d. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- f. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- g. If the Contractor has been debarred for a period longer than five years, that

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

- h. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

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

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

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

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

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

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

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

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

22. County's Quality Assurance Plan

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

23. County Rights

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

24. Damage to County Facilities, Buildings Grounds

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

25. Employment Eligibility Verification

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

26. Facsimile/Electronic Representations

The County and the Contractor hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the amendments prepared, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to amendments to this Contract, such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

27. Fair Labor Standards

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

28. Force Majeure

- a. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subconsultants), 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 Section as "force majeure events").
- b. Notwithstanding the foregoing, a default by a subconsultant of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subconsultant, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subconsultant were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subsection, the term "subconsultant" and "subconsultants" mean subconsultants at any tier.
- c. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

29. Governing Law, Jurisdiction, and Venue

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

30. Independent Contractor Status

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

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

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

31. Indemnification and Insurance

Exhibit D, the Indemnification and Insurance Provisions are incorporated into this Contract. It is currently attached as Attachment 3 (Indemnification and Insurance Provision) to the RFP.

32. Liquidated Damages

- a. If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.
- b. If the Director or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor

fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Five Hundred Dollars (\$500) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

- c. The action noted in this Section shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- d. This Section shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in Section b above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

33. Most Favored Public Entity

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

34. Nondiscrimination and Affirmative Action

- a. The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- b. The Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification.

- c. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- d. The Contractor certifies and agrees that it will deal with its subconsultants, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- e. The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- f. The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Section when so requested by the County.
- g. If the County finds that any provisions of this Section have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- h. The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

35. Non Exclusivity

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

36. Notice of Delays

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

37. Notice of Disputes

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

38. Notice to Employees Regarding the Federal Earned Income Credit

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

39. Contractor CARD Track/Monitoring Database

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

40. Notices

Any notice required or desired to be given pursuant to this Contract shall be given in writing and addressed as follows:

COUNTY

Public Works
Business Relations & Contracts Division
900 South Fremont Avenue, 8th Floor

CONTRACTOR

LCPtracker, Incorporated
117 East Chapman Ave.
Orange, CA 92866

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

41. Ownership of County Materials and County Data

- a. Except for preexisting materials created before the Effective Date of this Contract, which includes, without limitation, any works, rights, or property created in connection with preexisting works (in any way), Background Intellectual Property and Licensed Software, Contractor and County agree that all final materials, including but not limited to, the final designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of Deliverables, and any other materials or information developed under this Contract and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof, are and/or shall be the sole property of County (hereafter collectively, "County Materials"). Further, all data entered into the System for County work, all outputs of such Data from the System, and any other County data (collectively, "County Data"), shall be the sole and exclusive property of the County. Contractor hereby assigns and transfers to County all Contractor's right, title and interest in and to all such County Materials developed under this Contract.

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

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

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

- c. Contractor represents and warrants that the County Materials prepared herein under this Contract, are the original work of Contractor and do not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the County Materials that are not the original work of Contractor, Contractor represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the County Materials.
- d. Contractor shall affix the following notice to all County Materials: "© Copyright 2018 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor shall affix such notice on the title page of all images, photographs, documents and writings, and otherwise as County may direct.
- e. County shall also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this Contract. County will however, honor requests by Contractor seeking removal of all acknowledgment and/or attribution language relating to the Contractor, should Contractor no longer wish to receive attribution for its work on the County Materials.
- f. If directed to do so by County, Contractor will place the County name and County logo on County Materials developed under this Contract. Contractor may not, however, use the County name and County logo on any other materials prepared or developed by Contractor that falls outside the scope of this Contract.

42. Prohibition Against Inducement or Persuasion

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

43. Prohibition from Participation in Future Solicitation(s)

Neither Contractor nor any subsidiary of or subcontractor to Contractor shall participate in any way in any future solicitation conducted by County that includes or is based upon any solicitation document that is developed as a result of the services rendered by Contractor under this Contract. As this prohibition applies to subcontractors of the Contractor, Contractor shall notify any subcontractors providing services under this Contract of this prohibition before they commence work under this Contract. Any response to a solicitation submitted by Contractor or by any subsidiary

of or subcontractor to Contractor in violation of this provision shall be rejected by County. This provision shall survive the expiration or other termination of this Contract.

44. Public Records Act

- a. Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Record Retention and Inspection/Audit Settlement Section 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 shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- b. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

45. Publicity

- a. The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:
 - i. The Contractor shall develop all publicity material in a professional manner; and
 - ii. During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.
- b. The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the

County of Los Angeles, provided that the requirements of this Section shall apply.

46. Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

47. Recycled Bond Paper

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

48. Subcontracting

- a. The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the County. Subcontractors listed in the Contractor's Proposals are approved by County, unless otherwise indicated by County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- b. If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request.
 - A description of the work to be performed by the Subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- c. The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- d. The County does not have contractual privity with the Subcontractor. The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract. Contractor shall remain fully responsible for services rendered by any Subcontractor pursuant to a subcontract between the Contractor and Subcontractor.
- e. The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

- h. The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Public Works
Business Relations Contracts Division, 8th Floor
900 South Fremont Avenue
Alhambra, CA 91803
(626) 458-5114

before any Subcontractor employee may perform any work hereunder.

49. Supplemental/Amendment

- a. For any change which affects the Scope of Services, Term, Contract Sum, payments, or any term or condition included under this Contract, a Supplement or an Amendment shall be prepared and executed by the Contractor and by Director.
- b. The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, a Supplement or an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director.
- c. The County, at its sole discretion, may authorize extensions of time as defined in Section 7 (Term). The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, a Notice to the Contractor will be prepared by County unless the term extension is applied automatically in accordance with Section 7.c.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Contractor's Warranty of Adherence to County's Child Support Compliance Program Section, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.51.

51. 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 "Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

52. Termination for Convenience

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

53. Termination for Default

- a. The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
 - Contractor has materially breached this Contract; or
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward

a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

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

54. Termination for Improper Consideration

County may, by written notice to Contractor, immediately terminate the right of

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

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

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

55. Termination for Insolvency

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

56. Termination for Non-Adherence of County Lobbyist Ordinance

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

57. Termination For Non-Appropriation of Funds

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

58. Effect of Termination

In the event County terminates this Contract in whole or in part as provided hereunder or upon the expiration of the Contract, as applicable, then, unless otherwise specified by County in writing:

- 58.1.1 Contractor shall continue the performance of this Contract to the extent not terminated.
- 58.1.2 Contractor shall cease provision of all Services being terminated on the date and to the extent specified in such notice and provide to County all completed work and work in progress, in a media reasonably requested by County, if applicable.
- 58.1.3 County will pay to Contractor all sums due and payable to Contractor for work properly provided through the effective date of such expiration or termination (prorated as appropriate).
- 58.1.4 Contractor shall return to County all monies paid by County, yet unearned by Contractor, if applicable.
- 58.1.5 In the case of expiration or termination of the Contract as a whole, (a) any portion of the work that has not been completed shall be deemed terminated in accordance with this Section 58 (Effect of Termination) as of the effective date of such termination, and (b) the term of Maintenance Services and Support Services shall be deemed terminated.
- 58.1.6 Contractor shall (a) promptly return to County any and all of the County's Confidential Information that relates to the portion of the Contract or work terminated by County, including all County Data, in a media reasonably requested by County, and (b) destroy all such Confidential Information, County materials and other County Data as required in and in accordance with the requirements of this Contract;

Expiration or termination of this Contract for any reason will not release either Party from any liabilities or obligations set forth in this Contract which (i) the Parties have expressly agreed in writing will survive any such expiration or termination, or (ii) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

Contractor understands and agrees that County has obligations that it cannot satisfy without use of the System provided to County hereunder or an equivalent system, and that a failure to satisfy such obligations could result in irreparable damage to County and the entities it serves. Therefore, Contractor agrees that in the event of any expiration or termination of this Contract, Contractor shall fully cooperate with County in the transition of County to a new system, toward the end that there be no interruption of County's day to day operations due to the unavailability of the System during such transition, as provided in Attachment 2 (Additional IT Provisions).

59. Time Off for Voting

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

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

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

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

61. Validity

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

62. Waiver

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

63. Warranty Against Contingent Fees

- 63.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- 63.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

64. Local Small Business Enterprise (SBE) Preference Program

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

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

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

65. Disabled Veteran Business Enterprise Preference Program

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

The above penalties shall also apply to any business that has previously obtained

proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and ISD of this information prior to responding to a solicitation or accepting a contract award.

66. Social Enterprise (SE) Preference Program

- a. This Contract is subject to the provisions of the County's ordinance entitles Social Enterprise (SE) Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- b. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Social Enterprise (SE) vendor.
- c. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Social Enterprise (SE) vendor.
- d. If Contractor has obtained County certification as a Social Enterprise (SE) vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

67. Local Small Business Enterprise/Social Enterprise/Disabled Veterans Business Enterprise Utilization:

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

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

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Article. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in this Contractor Services Contract, Section 32, Liquidated Damages, and that the Contractor shall be liable to the County for said amount.

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

68. Compliance with County's Zero Tolerance Human Trafficking

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

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

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms

and conditions of this Contract.

69. Additional Information Technology (IT) Provisions

Exhibit C, Additional IT Provisions are incorporated into this Contract. It is currently attached as Attachment 2 (Additional Information Technology (IT) Provisions) to the RFP.

70. Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

71. Dispute Resolution Procedure

It is the intent of the Parties that all disputes arising under this Contract be resolved expeditiously, amicably, and at the level within each Party's organization that is most knowledgeable about the disputed issue. The Parties understand and agree that the procedures outlined in this Section 70 (Dispute Resolution Procedure) are not intended to supplant the routine handling of inquiries and complaints through informal contact with their respective managers. Accordingly, for purposes of the procedures set forth in this Section 71 (Dispute Resolution Procedure), a "**Dispute**" shall mean any action, dispute, claim, or controversy of any kind, whether in Contract or tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with, or in any way pertaining to this Contract.

Contractor and County agree to act with urgency to mutually resolve any Disputes which may arise with respect to this Contract. Time is of the essence in the resolution of disputes.

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

Subject to the provisions of Section 3 (Consideration), if Contractor fails to continue without delay its performance hereunder which County, in its sole discretion, determines should not be delayed as a result of such Dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no

claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by County, or County may deduct all such additional costs from any amounts due to Contractor from County.

In the event of any Dispute between the Parties with respect to this Contract, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such Dispute.

In the event that the Project Managers are unable to resolve the Dispute within a reasonable time not to exceed ten (10) days from the date of submission of the Dispute to them, then the matter shall be immediately submitted to the Parties' respective Project Directors for further consideration and discussion to attempt to resolve the Dispute.

In the event that the Project Directors are unable to resolve the Dispute within a reasonable time not to exceed ten (10) days from the date of submission of the Dispute to them, then the matter shall be immediately submitted to Contractor's president or equivalent and the Director of Public Works. These persons shall have ten (10) days to attempt to resolve the Dispute.

In the event that at these levels, there is not a resolution of the Dispute acceptable to both Parties, then each Party may assert its other rights and remedies provided under this Contract and its rights and remedies as provided by law.

All Disputes utilizing this Dispute Resolution Procedure shall be documented in writing by each Party and shall state the specifics of each alleged Dispute and all actions taken. The Parties shall act in good faith to resolve all Disputes. At all three (3) levels described in this Section 0 (Dispute Resolution Procedure), the efforts to resolve a Dispute shall be undertaken by conference between the Parties' respective representatives, either orally, by face to face meeting or by telephone, or in writing by exchange of correspondence.

Notwithstanding any other provision of this Contract, County's right to terminate this Contract or to seek injunctive relief to enforce the provisions of Section 14 (Confidentiality) shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights and shall not be deemed to impair any claims that County may have against Contractor or County's rights to assert such claims after any such termination or such injunctive relief has been obtained.

Contractor shall bring to the attention of the County's Project Manager or County's Project Director any dispute between the County and the Contractor regarding the performance of Services as stated in this Contract.

72. Entire Contract

This Contract constitutes the entire Contract between County and Contractor and may be modified only by further written Contract between the parties hereto.

73. Gratuities

- a. Contractor is advised that it is improper for any County officer, employee, or agent to solicit consideration, in any form, from Contractor with the implication, suggestion, or statement that Contractor's provision of the consideration, or failure to provide consideration, may cause favorable or unfavorable treatment, respectively, for the Contractor relating to the amendment or extension of the Contract or the making of any determinations with respect to Contractor's performance under this Contract. A Contractor shall not offer or give, either directly or through an intermediary, such improper consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment as described herein.
- b. A Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- c. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.
- d. Note that Contractor's failure to adhere to this requirement could subject Paragraph 54, Contract to Termination for Improper Consideration paragraph in this Contract.

74. Contracting with Current or Former County Employees

Contractor shall comply with the provisions under County Ordinance 2.180. Failure to comply with this Paragraph may be considered a breach of contract.

Notwithstanding any other section of the Los Angeles County Code, the County shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:

- 74.1 Employees of the county or of public agencies for which the board of supervisors is the governing body;
- 74.2 Profit-making firms or businesses in which employees described in subparagraph 1 above serve as officers, principals, partners or major

- shareholders;
- 74.3 Persons who, within the immediately preceding 12 months, came within the provisions of subparagraph 1 above, and who:
- a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
- 74.4 Profit-making firms or businesses in which the former employees, described in subparagraph 3 above, serve as officers, principals, partners or major shareholders.

75. TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

76. COMPLIANCE WITH COUNTY POLICY OF EQUITY

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

based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

77. DISALLOWED COST

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

78. DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER

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

79. SURVIVAL

In addition to any provisions of this Contract which specifically state that they will survive the termination or expiration of this Contract and any rights and obligations under this Contract which by their nature should survive, the following Sections shall survive any termination or expiration of this Contract:

| | |
|------------|---|
| Section 3 | (Consideration) |
| Section 14 | (Confidentiality) |
| Section 11 | (Compliance with Applicable Laws, Rules, and Regulations) |
| Section 31 | (Indemnification and Insurance) |
| Section 71 | (Dispute Resolution Procedure) |
| Section 29 | (Governing Law, Jurisdiction, and Venue) |
| Section 41 | (Ownership of County Materials and County Data) |
| Section 46 | (Record Retention and Inspection/Audit Settlement) |
| Section 79 | (Survival) |
| Exhibit C | (Additional IT Provisions) |
| Exhibit D | (Indemnification and Insurance Provisions) |

[illegible]

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

COUNTY OF LOS ANGELES

LCPTRACKER, INCORPORATED

By _____
Deputy Director
Public Works

By _____
President

By _____
Secretary

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Principal Deputy County Counsel

**LOCAL AND TARGETED WORKER HIRE PROGRAM MONITORING AND BUSINESS
UTILIZATION TRACKING SYSTEM AND RELATED SERVICES**

EXHIBIT A

SCOPE OF SERVICES

LOCAL AND TARGETED WORKER HIRE PROGRAM MONITORING AND BUSINESS UTILIZATION TRACKING SYSTEM AND RELATED SERVICES

SCOPE OF SERVICES

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

EXHIBITS TO SCOPE OF SERVICES

- A.1 System Requirements
- A.2 Information Technology Security Requirements
- A.3 Contractor Discrepancy Report
- A.4 Acceptance Certificate
- A.5 Sample Reports

1.0 **INTRODUCTION**

1.1 **Background**

The Los Angeles County Board of Supervisors (Board) has determined that the County is in a unique position to strengthen its local economy by promoting and increasing utilization of Local Small Business Enterprises (LSBE), Disabled Veteran Business Enterprises (DVBE), and Social Enterprises (SE) within Los Angeles County for contracting and purchasing. The Board established a Local Small Business and Disabled Veteran Business utilization goal of 25% and 3%, respectively.

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

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

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

1.2 **Project Scope**

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

Module 1.0 Local and Targeted Worker Hire Monitoring (Labor Compliance Module) for construction contracts

- 1.1 The ability to track construction contractors' certified payroll records and confirmation of compliance with labor standard requirements in regards to employee pay;

- 1.2 The capability to report select employee information of a project, including, but not limited to, hours worked, employee title, demographic data, Local/Targeted Worker qualification as further described in Exhibit A.1 (System Requirements);
- 1.3 The capability to track the success of the Local and Targeted Worker Hire Program by reporting aggregate information across various projects;
- 1.4 The capability to track and report across all trades or classifications within and across multiple projects.

When requested by County, full functionality of Contractor off-the-shelf labor compliance software suite will be available to the County at no additional cost.

Module 2.0 LSBE, DVBE, and SE Utilization Tracking (Diversity Management/Business Utilization Module) for active County contracts.

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

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

2.0 GENERAL REQUIREMENTS

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

2.1 County Resources

County will provide the following:

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

County's Project Manager will act at the primary point of contact on behalf of the County for the day to day operations of the project. The County's Project Manager will track all Contractor Tasks, Subtasks, and Deliverables. The County Project Manager will provide support for the project to include monitoring project progress against the County-approved Contractor Project Schedule timelines and milestones, project costs, and project risk assessment.

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

2.2 Contractor Resources: Key Staff

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

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

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

2.3 Deliverable Acceptance Criteria (General)

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

If Contractor begins work on the next scheduled Deliverable without receiving County's Project Director approval, Contractor does so at Contractor sole risk. In general, County requires a minimum of ten (10) business days to review each Deliverable, with a corresponding ten (10) business days resolution period for Contractor to correct any

Deficiencies regarding the Deliverable. However, Contractor acknowledges and agrees that some Deliverables may require a more extensive review and resolution and will be notified by County of a time frame for review. County reserves the right to extend the review of any deliverable.

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

Contractor shall submit each Deliverable to County in one (1) or more hard cover 8 ½ by 11 inch three-ring binders, single sided sheets, 12 point Arial font, with separated and partitioned sections as required. Contractor shall submit one (1) original and six (6) copies of each Deliverable and provide an electronic copy in the Microsoft Office Suite in the County-specified version. County's right to approve all Deliverables and other work, as set forth in Section 4.0 (Acceptance) of Attachment 2 (Additional Information Technology (IT) Provisions) of the Contract, shall not be limited in any way by the contents of any prior approved Deliverable by County.

3.0 SCOPE OF SERVICES

3.1 TASK 1: PROJECT ADMINISTRATION

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

3.1.1 Subtask 1.1: Project Initiation

Contractor shall perform the following work in this Subtask:

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

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

As part of Deliverable 1.1.1, PCD, Contractor shall include the initial version of Contractor Project Schedule, developed in County-specified version of Microsoft Project (or such other project management software as approved in advance by

County's Project Director). In Contractor Project Schedule, Contractor shall identify the time required to complete all tasks and subtasks.

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

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

3.1.1.1 Deliverable 1.1.1: Project Control Document (PCD)

Contractor shall provide the PCD which shall include:

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

3.1.1.2 Deliverable 1.1.2: Incoming Orientation Plans

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

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

3.1.2 Subtask 1.2: Ongoing Project Administration

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

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

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

3.1.2.1 Deliverable 1.2: Ongoing Project Administration

Contractor shall provide ongoing project administration to include:

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

3.2 TASK 2 – REQUIREMENTS VERIFICATION:

Contractor shall verify all functional and technical requirements.

3.2.1 Task 2: Requirements Verification

Contractor shall conduct a thorough verification of all functional and technical System Requirements. Contractor shall validate all functional and technical requirements and verify that all requirements have been identified. As a result of this subtask, Contractor shall establish a complete set of Software baseline functional and technical requirements. Contractor shall accomplish this by completing the following steps:

1. Reviewing the System Requirements;
2. Conducting any indicated clarification sessions with County staff, subject matter experts, and County-specified key Users of the System to ensure a common understanding of the requirements; and

Contractor shall prepare Deliverable 2 (System Requirements Document (SRD)), summarizing Contractor analysis and verification of the functional and technical requirements, including any impacts to the proposed System and its related requirements, specifications and components prior to developing the System. This document shall serve as the foundation for future design and development.

3.2.1 Deliverable 2: System Requirements Document (SRD)

Contractor shall provide an SRD that shall document the complete set of verified functional and technical requirements for the System, describing in detail what the System must do and other attributes the System must have to provide and support all services. Upon completion of the SRD, Contractor shall provide the County a Functional Design Document (FDD) which will translate all notes, concepts and scope of the complete requirements document.

3.3 TASK 3: LICENSED SOFTWARE

Contractor shall perform all work to provide, design, develop, test, and validate the requirements, specifications and components in the Licensed Software (also known as the "System"). The Licensed Software components shall include the commercially available software applications as well as utilities developed for the County System. All development efforts in this Task shall be based on a FDD as approved by County.

3.3.1 Task 3: Build Licensed Software Components

Contractor shall develop the Software Solution for Licensed Software components in accordance with the FDD. As part of Deliverable 3 (Licensed Software Components), Contractor shall document each Licensed Software component and any additional information used to support unit test, validation, or quality assurance activities. Contractor shall make available the resulting Licensed Software components in the System with appropriate access permissions and configuration management rules applied.

Contractor shall develop preliminary Documentation for Licensed Software components. This Documentation shall include 'solved example problems' that will also serve as test cases to help identify and isolate defects. In each 'solved example problem', a set of specified inputs will produce a set of known outputs or responses from the software. Contractor shall ensure that the set of 'solved example problems' cover the core functions of each Licensed Software component.

3.3.2 Deliverable 3: Licensed Software Components

Contractor shall provide Licensed Software components, which shall include:

1. Software solution;
2. Associated Documentation; and
3. Additional information used to support unit test, validation, or quality assurance activities.

3.4 TASK 4: USER ACCEPTANCE TESTING

3.4.1 Task 4: User Acceptance Testing

This Task 4 includes User Acceptance Testing. User Acceptance Testing (UAT) is a major project milestone during which County, with the assistance of Contractor, comprehensively tests the Software against the Specifications to determine if the Software is ready for Implementation.

Contractor shall provide a Recommended User Acceptance Test Plan to include:

1. A description of proposed tests to be conducted during UAT;
2. A description of tools, environments, and controls to be used during UAT;
3. A proposed test schedule;
4. A description of Contractor and County roles, responsibilities, and resources needed to perform UAT;
5. A proposed training plan and schedule for UAT team;
6. A process for UAT problem reporting, tracking, and resolution process;
7. A proposed approach for the correction of Deficiencies identified by Contractor or County during UAT; and

Contractor shall provide the above to County in Deliverable 4.1 (User Acceptance Test Plan).

Contractor shall provide tools, environment, and controls to be used during UAT.

County will develop all test scenarios. Contractor shall incorporate and manage all County-developed scenarios, together with the related procedures, and verify traceability between scenario/procedures to the Specifications throughout the term of the Contract. Contractor shall update Deliverable 4.2 (User Acceptance Test Procedures/Scenarios Inventory Report) and provide update to County from time-to-time when requested by County's Project Director. Contractor shall assist the County Project Team with the integration of County-developed scenarios.

Contractor shall assist County in developing the User Acceptance Test Plan which shall be prepared by County.

During UAT, Contractor shall provide support to County, including configuration of the Hosted Environment for testing, training on testing tools or processes for County UAT team, management of test results, and performance of any corrective actions in the case of identified Deficiencies by Contractor or County. Contractor shall be responsible for installing any special software and/or making any other needed changes to ensure the Software is ready for UAT. Contractor shall provide any necessary tools to simulate Software performance under operational conditions. County staff will perform UAT using data sets representative of operational complexity. County will record all UAT results, and Contractor shall prepare the reports that include a record of all successes, failures, and corrective actions taken by Contractor.

Contractor shall provide weekly Status Reports which summarizes all aspects of UAT performed during that week, including any Deficiencies identified by

Contractor or County, corrected, and still outstanding. Reports shall be due every Tuesday for the entire period of the UAT. Contractor shall document the review and acceptance of test materials, activities, and results at weekly meetings with County.

County will notify Contractor of any Deficiencies identified by County during UAT. For each Deficiency identified by Contractor or County, Contractor shall provide a corrective action plan, which shall include:

1. Description of each Deficiency and its root cause;
2. Business processes, Software functions, and/or User Interfaces impacted;
3. Description of all potential risks to the Software, including implementation, and mitigation strategy for the Software;

Contractor shall schedule and participate in a meeting with County to review the results of UAT and determine whether Contractor has met all County requirements for Software design and development prior to the start of Task 7 (Implementation).

Contractor shall provide a User Acceptance Test Certification of Successful Completion) to County certifying that all known Deficiencies identified by Contractor or County have been corrected by Contractor, in accordance with this Scope of Services (SOS) and that all corrections have been approved by County's Project Director. County's Project Director's approval of Deliverable 4.3 (User Acceptance Test Certification of Successful Completion) will indicate the completion of Task 4 (User Acceptance Testing) and Contractor may commence Task 7 (Implementation).

Contractor shall correct all Deficiencies in accordance with this SOS prior to the start of Task 7 (Implementation).

3.4.2.1 Deliverable 4.1: Recommended User Acceptance Test Plan

Contractor shall provide a Recommended User Acceptance Test Plan which shall include:

1. Description of proposed tests to be conducted during UAT;
2. Tools, environments, and controls to be used during UAT;
3. Proposed test schedule;
4. Contractor roles, responsibilities, and resources in performing UAT;
5. Training plan and schedule for UAT team;

6. Deficiency reporting, tracking, and correction process; and
7. Approach to correcting Deficiencies identified during UAT.

3.4.2.2 Deliverable 4.2: User Acceptance Test Procedures/ Scenarios Inventory Report

Contractor shall provide the UAT Procedures/Scenarios Inventory Report which shall include an inventory of all County-developed scenarios, together with the related procedures and verify traceability between scenario/procedures to the Software requirements.

3.4.2.3 Deliverable 4.3: User Acceptance Test Certification of Successful Completion

Contractor shall provide a User Acceptance Test Certification of Successful Completion to County within ten (10) days after successful completion of UAT, certifying that: (i) all requirements traceability to all tests and test results have been verified, (ii) Deficiencies identified by Contractor or County have been corrected by Contractor and approved by County's Project Director in accordance with this SOS, as described in Task 4 (User Acceptance Testing), and (iii) all other UAT-related activities have been completed.

County's Project Director's approval of this Deliverable 4.3 shall indicate the completion of Task 4 (User Acceptance Testing) and will allow Contractor to proceed with Task 7 (Implementation).

3.5 TASK 5: DATA MIGRATION

Contractor shall assist in the migration of the existing open and current projects in County's existing system (from November 2016 to current) into the System. The number of records to be migrated is approximately 500,000. Contractor in conjunction with the County shall develop test scenarios, including expected results, which will demonstrate that the data was successfully migrated as intended and required by the County. As part of the Data Migration Contractor shall perform all necessary corrections and debugging. The Conversion Test shall be performed with a simulated full load. The Contractor shall document test results, which will show the actual results of the testing.

3.5.1 Subtask 5.1: Data Migration

Contractor shall work with the County to facilitate the one-time data upload from the existing system into the new System. The existing data will be provided in a SQL or CSV compatible format that meets industry standards.

All data entered into the system by the County, consultants, contractors, and subcontractors is owned by the County and shall not restrict access of usage of

such data by County in any manner. County will have the right to freely access system data for any purpose at any time.

Contractor shall provide continued support of data migration at the end of the Contract term and during any transitional periods to the County and third party in SQL compatible format that meets industry standards and is capable of being uploaded to a database system on demand. Data migration work and related files shall be deemed accepted once evaluated, tested, and approved by the County.

Contractor shall conduct tests to validate the successful data migration.

3.5.2 Deliverable 5.1 – Successful Data Migration to the System

Contractor shall successfully complete the Data Migration Test. Contractor shall deliver to the County a “Data Migration Test Results Report”, within five business days of success completion of the Conversion Test, which will contain the actual documented results of the test.

Contractor shall perform data conversion and certify in writing that the Contractor has successfully performed all data conversion and migration in accordance with Task 5 (Data Migration).

3.6 TASK 6: TRAINING

The Contractor shall conduct all necessary training (including in person training) for all Users of the System to enhance the use, knowledge, and understanding of the System. The Contractor shall provide training to designated County personnel when the System is first implemented and, if requested by County and upon payment of applicable fees, if any, whenever a major new functionality is developed by the Contractor.

The Contractor shall provide the County with reproducible technical training materials, which includes a web-based training module and a hard copy training manual.

The Contractor shall share with the County the experience that the Contractor has gained from daily problem handling via knowledge sharing sessions, best practices sessions, training programs, etc. to improve County’s overall knowledge.

3.6.1.1 Subtask 6.1: Provide Training Plan

Contractor shall develop a robust Training Plan for the System. The Training Plan shall include, but not be limited to, the following:

1. Provide a training overview for the System, including written guidance, training content and materials;
2. Define the training subject areas, audience, objectives, approach, development timelines, and milestones for each training effort;

3. Define approach for access to training tools, materials, and domains;
4. Support County to identify new policies and procedures that require training;
5. Document a process to develop an inventory of policy and procedure changes and document a plan for addressing these in the Training Plan;
6. Document the recommended Training Materials that will be developed and provided; and
7. Include a training plan for end users that require training after Final Acceptance (e.g., new users, temporary staff, contractors, consultants, etc.).

3.6.1.2 Deliverable 6.1 – Training Plan

Contractor shall provide the Training Plan as described in Subtask 6.1.

3.6.2.1 Subtask 6.2 – Develop Training Materials

Contractor shall develop training materials in a format as agreed to by County and Contractor for the Solution (Training Materials). Contractor shall provide County with access to Training Materials to enhance training, including sample demonstration scripts, which will be used by County and Contractor staff to be customized and deliver application demonstrations for end users and other trainee groups. Contractor shall provide County with access to the Training Materials and user guides in a format agreed to by County and Contractor. Contractor grants County permission to make unlimited copies of all Contractor -developed Training Materials and to make derivative works for County exclusive use in training end users of the Solution. Contractor shall deliver Training Materials to the County Project Manager prior to conducting training.

3.6.2.2 Deliverable 6.2 – Training Materials

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

Training Materials shall include:

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

3.6.3.1 Subtask 6.3: Prepare Documentation

Contractor shall provide all Documentation in electronic format, and on read-only medium, as specified by County, prior to the start of Task 7 (Implementation).

Contractor shall establish Documentation update procedures that allow specified County representatives to update and add Documentation to the Software Hosted Environment as needed. Any update to Documentation shall require prior approval of County's Project Director.

3.6.3.2 Deliverable 6.3: Documentation

1. User manuals; Online help, both general and context sensitive; and
2. Orientation and training materials and manuals.

3.6.4.1 Subtask 6.4: User Training

1. Contractor shall provide User training in person, to users identified by the County, as described in the Training Plan.
2. Contractor shall provide online training, as requested by County, as described in the Training Plan.

3.6.4.2 Deliverable 6.4: User Training

1. Conduct User Training both in person and online User Trainings per Subtask 6.4.
2. Contractor shall provide future training for new System functionality or as requested by County.

3.7 TASK 7: IMPLEMENTATION

Contractor shall implement the Software and shall perform the following work:

1. Train County-specified support staff and County-specified Users of the System;
2. Prepare interim and final reports documenting the results of implementation; and;
3. Obtain County's Project Director approval of the successful completion of Implementation.

3.7.1.1 Subtask 7.1: Conduct Training

Contractor shall conduct training in accordance with Deliverable 6.2 (Training Materials). Contractor shall provide all trainers, training manuals and materials necessary to train County-specified Users of the System. Upon completion of Implementation, Contractor shall prepare Deliverable 7.1 (Software Training

Report) that contains how many Users received training, and any retraining that was required.

3.7.1.2 Deliverable 7.1: Software Training Report

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

3.7.2.1 Subtask 7.2: Complete Implementation

After County's Project Director approval of Deliverable 7.1 (Software Training Report), Contractor shall roll out the Software for Production Use in accordance with the accepted schedule.

Prior to the completion of Task 7 (Implementation), Contractor shall provide to County evidence, including supporting documentation, that all requirements for Implementation have been successfully met. Contractor shall conduct a review of Deliverable 7.2 (Implementation Report) with County at a meeting and provide any County-requested demonstrations of the deployed Software.

Contractor shall evaluate the status of each Deficiency identified by Contractor or County, and shall include for each Deficiency:

1. Description of each Deficiency and its cause;
2. Business processes, Software functions, and/or User Interfaces impacted;
3. A corrective action plan, test scenarios, and implementation approach;
4. Schedule for completion of each corrective action and resources required/assigned;
5. Status of each corrective action;
6. Date of completion of each correction; and
7. Date of County's Project Director's approval of each correction, as applicable.

Contractor shall provide:

1. Summary of lessons learned; and
2. Recommendations for any improvements to the Software.

3.7.2.2 Deliverable 7.2: Implementation Report

Contractor shall provide the Implementation Report documenting the successful completion of Task 7 (Implementation), including:

1. Summary of Task 7 (Implementation) activities, results, and outcomes;
2. Summary of each Deficiency identified by Contractor or County. The summary shall include for each Deficiency:
 - a. Description of each Deficiency and its root cause;
 - b. Business processes, Software functions, and/or User Interfaces impacted;
 - c. A corrective action plan, test scenarios, and implementation approach;
 - d. Schedule for completion of each corrective action and resources required/assigned;
 - e. Status of each corrective action;
 - f. Date of completion of each correction; and
 - g. Date of County's Project Director's approval of each correction, as applicable.
3. Summary of lessons learned; and
4. Recommendations for any improvements to the System.

3.7.2.3 Deliverable 7.3: Final Acceptance Certification

Contractor shall provide the Final Acceptance Certification (Exhibit A.4), certifying: (i) successful completion of implementation and that Contractor has completed all work necessary for the Software to be available for Production Use by all Users; (ii) Deficiencies identified by Contractor or County have been corrected by Contractor in accordance with this Scope of Services; (iii) corrections of such Deficiencies have been approved by County's Project Director; and (iv) following County's Project Director's approval of all such corrections, the Software has performed for thirty (30) consecutive days in compliance with the Specifications, including all performance requirements. The Certification shall also document the review with County of Deliverable 7.2 (Implementation Report), including agenda, attendees, action items and supporting documentation.

County requires thirty (30) days to approve this Deliverable 7.2. County approval of this Deliverable 7.3 shall signify Final Acceptance of the Software by County. Contractor shall provide an updated PCD, Software Training Plans, and any other applicable documents.

4.0 AD-HOC CUSTOM REPORTS

Contractor shall work with County staff to create and provide templates for custom reports and dashboards, similar in content and style, but not limited to, the sample reports provided in Exhibit A.5 (Sample Reports).

5.0 CONTRACTOR DISCREPANCY REPORT (EXHIBIT A.3)

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

The County Contract Project Director will determine whether a formal Contractor Discrepancy Report in the form attached hereto as Exhibit A.3 (Contractor Discrepancy Report) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Director within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contractor Discrepancy Report (CDR) shall be submitted to the County Contract Project Director within five (5) business days.

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

6.0 SUPPORT SERVICES

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

Contractor shall provide Support Staff that will be fully responsible for assisting the County with use of the System. Support Staff shall be available to assist County, and its consultants and contractors after hours and on weekends via telephone and/or email within 24 hours after a call or email inquiry. In addition, Contractor shall provide email and phone support service from 8:00 a.m. to 5:00 p.m., Monday through Friday, so that complaints, problems or inquiries can be received in a timely manner.

The Support Staff shall meet the following requirements:

1. Support Staff shall act as a central point of contact with County and shall demonstrate previous experience in the management of work requirements for facilities similar in size and complexity.

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

7.0 MAINTENANCE SERVICES

Contractor shall provide maintenance and continued management and operation services for the System upon Final Acceptance of the System and throughout the Term of the Contract, as described herein ("Maintenance Services") and in the Contract, at no additional cost. Contractor shall also provide, as part of Maintenance Services, the hosting services required by the Contract, as outlined in A.1 (System Requirements) and Exhibit C (Additional Information Technology Provisions).

7.1 System Performance Requirements

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

| System Performance Category | System Performance Requirement |
|------------------------------------|---|
| System Availability | Ninety-nine percent (99%) |
| Response Time Baseline | For each page of the System, an average Response Time of three (3) seconds. |

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

7.2 System Availability

System Availability shall be calculated as follows:

System Availability = (Total Monthly Time – Unscheduled Downtime) ÷ Total Monthly Time

7.3 Response Time Monitoring

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

7.4 Scheduled Downtime

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

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

the foregoing, Contractor may request System Downtime for the provision of an emergency correction to the System. Such Downtime shall be deemed Scheduled Downtime, provided it has been approved by the County's Project Manager.

7.5 REMEDIES

7.5.1 General

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

7.5.2 Service Credits

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

1. Service Credits for Unscheduled Downtime:

| LENGTH OF CONTINUOUS UNSCHEDULED DOWNTIME | SERVICE CREDITS |
|--|---------------------------|
| 3.0 hours or more but less than 5 hours | 30% of monthly owed Fees |
| 5.1 hours or more but less than 10 hours | 50% of monthly owed Fees |
| 10.1 hours or more but less than 24 hours | 60% of monthly owed Fees |
| 24 hours or more | 100% of monthly owed Fees |

2. Continued Management and Operation Services. Contractor shall provide all goods, services and other work necessary to maintain the System to ensure performance per the requirements of this Contract. As part of Maintenance Services, Contractor shall (a) correct any and all errors, including compatibility issues among System components themselves and/or among System components (b) provide updates and version releases to the System, (c) provide operational support for the System, and (d) provide training, training materials and other implementation support for Software updates and version releases. Contractor shall provide County with written notice no later than ninety (90) days before the scheduled implementation of any updates that will impact existing functionality and business processes.

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

4. Problem Resolution

A. Identification of Errors

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

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

B. Error Level Definitions

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

| Table 1.0 | |
|--|---|
| Description of Error | Resolution Time Requirement (subject to escalation by COUNTY) |
| Widespread System unavailability; or Error disrupts functionality to the extent the System cannot be used. | SEVERITY LEVEL 1: CRITICAL Two (2) hour, beginning when County reports the Error to Contractor or upon discovery of Error by Contractor, whichever occurs first. |

| Table 1.0 | |
|--|---|
| Description of Error | Resolution Time Requirement (subject to escalation by COUNTY) |
| A problem that severely degrades the performance of the System or materially restricts business; or restricts the use of one or more features of the System to perform necessary business functions but does not completely restrict usage of the System; or ability to use the System, but an important function is not available and operations are severely impacted. | SEVERITY LEVEL 2: SEVERE Eight (8) hours, beginning when County reports the Error to Contractor or upon discovery of Error by Contractor, whichever occurs first. |
| A problem that causes only a minor impact on the use of the System (e.g., report generation issues, issues with any non-Production Environment), but the problem can be easily circumvented; or the problem can cause some functional restrictions, but does not have a critical or severe impact on operations. | SEVERITY LEVEL 3: MINOR Seven (7) calendar days beginning when County reports Error to Contractor or upon discovery of Error by Contractor, whichever occurs first. |
| Cosmetic defects that do not affect the functionality, but affect the general look and feel of the System. | SEVERITY LEVEL 4: COSMETIC Earlier of (a) the next Version Release or (b) within twelve (12) months of when County reports Error to Contractor or upon discovery of Error by Contractor, whichever occurs first. |

C. Resolution of Errors

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

D. Escalation

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

E. Resolution

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

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

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

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

8.0 OPTIONAL WORK

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

Upon County's request, Contractor shall submit to County for approval a not-to-exceed Maximum Fixed Price and a proposed scope of services for Optional Work. County and Contractor shall agree on the scope of services for provision of such Optional Work, including, as applicable, testing, warranty, etc. Such Optional Work shall be paid through Pool Dollars as identified in Exhibit B.

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

| 1.0 System Functional Requirements | |
|---|--|
| 1.1 | General Processing |
| 1.1.1 | The System shall be user-friendly, including in presentation, navigation, and other ease of use features. |
| 1.1.2 | The System shall provide access to both current and historical software data. |
| 1.1.3 | The System shall provide rules based on data entry to prevent duplication and inconsistencies in the data. |
| 1.1.4 | The System shall provide field-level and cross-field validation upon completion of data entry by user and immediately display appropriate corrective instructions for the related field. |
| 1.1.5 | The System shall provide screen-level validation and display a summary list of corrective instructions for each field with erroneous data for the entire screen. |
| 1.1.6 | The System shall perform batch processing updates without affecting the performance of the System. |
| 1.1.7 | The System shall allow real-time access to all records. |
| 1.1.8 | The System shall support online real-time processes. |
| 1.1.9 | The System shall provide the ability for County-specified users to send broadcast messages to all users or groups of users. |
| 1.1.10 | The System shall provide the ability to send email notifications and/or notes to users and other designated recipients based on business rules. |
| 1.1.11 | The System shall have search capabilities across multiple displays, reports, contract, and project types. |
| 1.2 | Display |
| 1.2.1 | The System shall provide an efficient pathway to view detailed data from summary screens. |
| 1.2.2 | The System shall include the ability to present multiple views of contract information, depending on the roles and responsibilities of the County-specified user and Construction Contractor user. |
| 1.2.3 | The System shall be viewable in formats compatible to PC, tablet and/or mobile phone. |
| 1.3 | Navigation |
| 1.3.1 | The System, upon logon by a County-specified user, shall direct the user to a "home page" specific to the User Identification (ID), which includes the following features: |
| a | Links to the System broadcasts and announcements, including counts of read and unread broadcasts and announcements; |
| b | Links to "reminders" or "ticklers" for work that is pending on the User's caseload, including counts of "reminders" or "ticklers"; |
| 1.3.2 | The System, upon logon by a Construction Contractor user, shall direct the user to a "home page" specific to the User Identification (ID), which includes the following features: |
| a | Links to available Contracts |
| b | Links to available Projects |
| 1.3.3 | The System shall visually identify mandatory fields on each screen, as appropriate. |
| 1.3.4 | The System shall provide County-specified users and Construction Contractor users with a way to view a listing of screens that have been designated as required screens. |
| 1.4 | General and System Administration |
| 1.4.1 | Ability for site administrators or end-users, via an online sign-up process, to create a contractor profile. |
| 1.4.2 | The System shall provide user audit trail capabilities |
| 1.4.3 | Automatic updates and upgrades to ensure compliance with all Federal, State, and local laws and regulations. |
| 1.4.4 | Role-based access control, including the ability to allow limited access to records as defined by system administrators. |
| 1.4.5 | Ability to accommodate multiple Departments within the County. Each Department will have delegated authority to manage their respective users and projects. |
| 1.4.6 | Ability for authorized users to browse and search by all available data fields. |
| 1.4.7 | Ability for site administrators to configure fields as mandatory or optional. |
| 1.4.8 | Ability to utilize drop-down menus rather than inputting standard/default options manually. |
| 1.5 | Project Management |
| 1.5.1 | Ability for site administrators to create and manage Projects. |
| 1.5.2 | Ability to input and track the following information for Projects: |
| a | Project Name |
| b | Project Code |
| c | County Department |
| d | Total Project Cost Estimate/Total Project Budget |
| e | Construction Cost |

| | |
|-------|---|
| f | Bid Advertisement Date |
| g | Project Location (house/business number, street name, unit number, city, state, zip code) |
| h | Project Type (Construction/Design-Build/Low-Bid/JOC) |
| i | Requires Work Orders (Y/N) |
| j | Work Order # |
| k | Project Status (Active/Closed) |
| l | State issued identifier (Department of Industrial Relations No.) |
| m | Project Start and Completion Dates |
| n | Contractor Contact Information (first name, last name, phone number, email, etc.) |
| o | Supervisory District(s) |
| p | Project Start and Completion Dates |
| q | Local and Targeted Worker Goal (Best Efforts, Mandatory, or No LTWHP Goal) and Percentage |
| r | Certified Payroll Records |
| s | Comments/Notes |
| 1.5.3 | Ability for site administrators to assign contractor profile(s) to any project as either the prime contractor or subcontractor. |
| 1.5.4 | Employee profiles for each worker on the project that include, but not limited to: |
| a | Employee Name |
| b | Hire Date |
| c | Last 4 digits of Social Security Number |
| d | Craft |
| e | Journeyman/Apprentice |
| f | Apprenticeship Program Graduate (Y/N) |
| g | Graduation Date (if applicable) |
| h | Total Hours Worked |
| i | Total Wages Paid |
| j | Hours of On-the-Job-Experience |
| k | Attached Certificate of Graduation |
| l | Ethnicity |
| m | Comments/Notes |
| n | Residence/Home Address |
| 1.5.5 | Ability for notifying site administrators of employee profiles who have discrepant information among projects |
| 1.5.6 | Ability for site administrators to identify Tier 1 Local Residents, Tier 2 Local Residents, and Los Angeles County residents by: |
| a | Identifying and uploading Tier 1 zip codes |
| b | Identifying and uploading Tier 2 zip codes |
| c | Identifying and uploading LA County zip codes |
| 1.5.7 | Ability for site administrators to identify Targeted Workers and Skilled and Trained Workforce by selecting classifications as determined by site administrators. |
| 1.5.8 | Ability for contractors and site administrators to attach the following documents for each project: |
| a | Request for Proposal |
| b | County contract(s) |
| c | Notice to Proceed |
| c | Subcontractor List |
| d | Craft Employee Request Form |
| e | Manpower Utilization Form |
| f | Letter of Commitment to comply with Skilled and Trained Workforce Requirements |
| g | Monthly Skilled and Trained Workforce Compliance Report |
| h | Skilled and Trained Workforce Plan |
| i | DAS-140 Form |
| j | Fringe Benefit Statement Form |
| k | Other Document(s) |
| | |
| 1.6 | Contractor/subcontractor Management |
| 1.6.1 | Ability for site administrators to track the following information for all Contractors: |
| a | Company Name |
| b | Contractor Address/Location (house/business number, street name, unit number, city, state, zip code) |
| c | Prime Contact Information (First name, Last name) |
| d | State qualification(s) |
| e | Dollars Paid to Subcontractor |

| | |
|-------------|---|
| f | Type of Services Paid to Subcontractor |
| g | Certified LSBE/DVBE/SE status |
| h | PWCR Number |
| i | CSLB Number |
| | |
| 1.7 | Contractor and Subcontractor Submissions |
| 1.7.1 | Ability for Contractors and Subcontractors to securely submit electronic Certified Payroll Reports from contractors and subcontractors via a online form or file upload in PDF format. |
| 1.7.2 | Ability for Contractors and Subcontractors to securely import data files from existing financial/payroll systems. |
| 1.7.3 | Ability for Contractors and Subcontractors to submit documents such as invoices, change orders, and other. |
| 1.7.4 | System shall delete electronic Certified Payroll Reports after importing and verification of data. |
| 1.7.5 | System shall only store last four(4) digits of Social Security Number. |
| 1.7.6 | Ability for Contractors and Subcontractors to certify and sign payroll submissions by requiring the Contractors and Subcontractors to reauthenticate before submitting their payroll documents. |
| | |
| 1.8 | Business Utilization |
| 1.8.1 | Capture and report invoices submitted to invoices paid ratios. |
| 1.8.2 | Capture, validate compliance, and report various federal, state, and local diversity programs, including local small businesses, disabled veterans, minority owned business enterprises, etc. |
| 1.8.3 | Validate submitted invoice amounts against the proper pay application amounts for a project or service received by the project manager |
| | |
| 1.9 | Local and Targeted Worker Hire Monitoring |
| 1.9.1 | Capture, validate compliance, and report various federal, state, and local diversity programs, including local worker and/or local veterans, etc. |
| 1.9.2 | Store, maintain, and search/report Federal and State prevailing wage rates – including fringe benefits, workers' compensation classification codes, and trade classifications. |
| 1.9.3 | Validate submitted payroll records against the proper wage determination for a project or service with the State of California Department of Industrial Relations website. |
| | |
| 1.10 | Reports |
| 1.10.1 | All data reports, dashboards, exports, and web services shall not retrieve or display full social security number (SSN), only the last four (4) SSN when necessary. |
| 1.10.2 | Capture and report journeyman to apprentice ratios. |
| 1.10.3 | Capture and report local and targed workers number of hours and number of workers percentages of total hours reported per project or firm |
| 1.10.4 | Automatic calculation of restitution. |
| 1.10.5 | Comprehensive report/document system, including the ability to generate: |
| a | Certified payroll reports, |
| b | Invoice payment reports, |
| c | Minority and women business enterprise reports, and |
| d | Other specified semi-annual reports. |
| 1.10.6 | Reports shall be viewable online in the browser and downloadable in to standard MS Office formats (Excel, Word), CSV, and Adobe PDF. |
| 1.10.7 | Flexible reporting system that provides for both standard and custom ad-hoc reports delineated by County via hard copy and viewable online. |
| 1.10.8 | Ability for users to specify "favorites" and frequently used reports. |
| | |
| 1.11 | Dashboards |
| 1.11.1 | The system should provide a standardized dashboard with ability to create, customize, or edit visualizations (Refer to A.5 Custom Reports) |
| 1.11.2 | The system shall provide a dashboard with the ability to filter, highlight, and slice information determined by the system administrator (Refer to A.5 Custom Reports) |
| | |
| | Project Management |
| 1.12 | Project Completion |
| 1.12.1 | The System shall provide the ability to track the following information: |

| | |
|-------------|---|
| a | Construction End Date |
| b | Work Order Acceptance Date |
| 1.12.2 | The System shall calculate and display the percentage change in initial proposal amount and final amount. |
| 1.12.3 | The System shall provide the ability to cancel or close out a Project. |
| | |
| 1.13 | Reporting - General |
| 1.13.1 | The System shall provide a list of standard reports specified by the County including, at a minimum: |
| a | Project Summary Report |
| b | Active Projects Reports |
| c | Completed Projects Report |
| d | Skilled and Trained Workforce Report |
| e | Business Utilization Report |
| 1.13.2 | The System shall maintain the System data necessary to produce all County-required reports, including all County-specified standard reports and System data elements specified for ad hoc reports. |
| 1.13.3 | The System shall support the accumulation of System data over time for daily, weekly, monthly, quarterly, annual, fiscal, as of, and time period reports. |
| 1.13.4 | The System shall maintain online descriptions and definitions of each report that are easily accessible by County-specified users. |
| 1.13.5 | The System shall produce reports that include a clear identification of the report run date, "as of" date, period of System data date, and print date. |
| 1.13.6 | The System shall include flexible report sorting capability. |
| 1.13.7 | The System shall support all reports required by federal, State, and local laws, rules, regulations, ordinances, guidelines, directives, policies and procedures, including statistical, operational, workload, and fiscal reports. |
| 1.13.8 | The System shall provide the ability to download reports to standard MS Office formats (Excel, Word), Text file format, Adobe PDF format, etc. |
| 1.13.9 | The System shall produce several types of reports which support all levels of staff in managing their particular workloads, including management reports, State level reports, and ad hoc reports. |
| 1.13.10 | The System shall include the ability to generate parameter-driven reports. |
| 1.13.11 | The System shall, at the option of County-specified users, provide reports in electronic format (using County-specified version of the Microsoft Office Suite format) for further sorting and printing. |
| 1.13.12 | The System shall provide report data in a format that allows County-specified users to easily sort report data on all possible criteria. |
| 1.13.13 | The System shall maintain report security for all users, including which report can be viewed or printed by each user or user group. |
| 1.13.14 | The System shall include the ability to produce standard and ad hoc reports for any time period back to the commencement date of Countywide implementation of the System. |
| | |

| | |
|-------------|--|
| 1.14 | Ad Hoc Reporting |
| 1.14.1 | The System shall include an ad hoc capability that will allow County-specified users to generate both preformatted and free form reports with relative ease. |
| 1.14.2 | The System shall include ad hoc capabilities that are user-friendly but include the functionality necessary to produce the type of reports needed by County. |
| 1.14.3 | The System shall include the ability to request and format selected System Data using parameter-driven ad hoc reporting capabilities. |
| 1.14.4 | The System shall provide the ability to produce reports that are valued at a single point in time, multiple points in time, or display as the change between two points in time. |
| 1.14.5 | The System shall provide the ability to define new calculated fields to be used by the ad hoc report. |
| 1.14.6 | The System shall provide the ability to report by calendar year, fiscal year and/or policy year. |
| 1.14.7 | The System shall provide the ability to drill down from reports. |
| 1.14.8 | The System shall provide the ability to graph/chart the results of a report without downloading the results to another program. |
| 1.14.9 | The System shall provide the ability to sort, filter, and group data in reports. |
| 1.14.10 | The System shall provide the ability to download ad hoc reports to standard MS Office formats (Excel, Word), Text file format, Adobe PDF format, etc. |
| 1.15 | Data Exports |
| 1.15.1 | The System shall provide the ability to export all System data. |
| 1.15.2 | The System shall support online real-time data exports. |
| 1.15.3 | The System Software shall provide the ability to export data through web services (e.g., SOAP or REST Application Programming Interface (API)). |
| 1.15.4 | The System shall provide data exports in a machine-readable format (e.g., XML, JSON, or CSV). |
| 1.15.5 | The System shall include documentation that specifies the activities required to export data (e.g., authentication, all web service calls, data elements and associated values). |
| 1.15.6 | The System shall include documentation that describes all System data (e.g. data keys, data values, data definition, data properties, data samples, etc). |

| 2.0 System Technical Requirements | |
|-----------------------------------|--|
| 2.1 | General Technical Requirements |
| 2.1.1 | The System shall provide a secure web based user interface for user to access the system from various operating systems (e.g., Windows 7, 8.1, 10, etc.). |
| 2.1.2 | The System Software shall provide a secure web based user interface for user to access the system from a web browser (e.g. Internet Explorer 11, Edge, Chrome, Firefox, Safari, etc.) |
| 2.1.3 | The System shall provide a user interface that complies with recognized usability standards (e.g., the American Disabilities Act (http://www.ada.gov/), the Rehabilitation Act Section 508 (http://www.section508.gov/ , etc.). |
| 2.1.4 | The System shall provide a device agnostic solution and shall not require plug-ins or additional installed software (e.g., Adobe Flash), with respect to devices used for data entry. |
| 2.1.5 | The System shall provide a browser agnostic solution (e.g. Internet Explorer 11, Edge, Chrome, Firefox, Safari, etc.) and shall not require plug-ins or additional installed software (e.g., Adobe Flash). |
| 2.1.6 | The System shall keep all components updated with current antivirus, operating system, and application security patches. (e.g endpoint, host, network, application). |
| 2.1.7 | Vendor shall require criminal background checks for all personnel with access to IT resources (e.g., hardware, software, data). |
| 2.1.8 | Vendor shall provide to County an attestation by an objective third party, stating the application has been tested for common security vulnerabilities (e.g., Service Organization Control (SOC) 2 Type 2, ISO 27001). |
| 2.1.9 | Comprehensive audit trail for all actions (e.g. login, maintenance, activity) performed in the environment and system. |
| 2.1.10 | All web services (e.g. SOAP or REST Application Programming Interface (API) shall use secure authentication and encryption (128-bit or greater). |
| 2.1.11 | Vendor shall require annual cyber security awareness training for all personnel with access to IT resources (e.g., hardware, software, data) |
| 2.2 | Access |
| 2.2.1 | The System shall provide the ability to define user roles and user groups and associate these with user accounts. |
| 2.2.2 | The System shall provide role-based access by contractors, subcontractors, and County personnel (users and system administrators) |
| 2.2.3 | The System shall provide a secure process for all users to reset their own passwords in the event that they have forgotten their User ID and/or Password. |
| 2.2.4 | The System shall provide self-service registration and approval workflow for contractors, subcontractors and non-administrative users, such as project managers. |
| 2.2.5 | The System shall support password complexity that meets the County Password Security or equivalent: A minimum of 8 characters with at least three of the four characteristics (Alphanumeric, Upper Case, Lower Case, Special Character). All default passwords in hardware and software must be changed prior to deployment. |
| 2.2.6 | The System shall provide Multi-Factor Authentication. |
| 2.2.7 | The System shall lock user accounts after five (5) successive failed attempts within a 30-minute period. |
| 2.2.8 | Password resets can only occur when the user has confirmed their identity through the recovery process using the established Multi-Factor Authentication. |
| 2.2.9 | The System shall require users to enter current password along with the new password when changing passwords |
| 2.2.10 | Passwords should not be displayed as clear (Password Masking). |
| 2.2.11 | System should salt and one-way wash hash passwords prior to being stored. |
| 2.2.12 | Software shall provide a secure web interface (HTTPS) and use TLS 1.2 or above. |
| 2.2.13 | System shall provide a secure process for users to reset their own passwords in the event that they have forgotten the user ID and/or password. |
| 2.2.14 | Optionally , the System shall provide Single Sign On (SSO) capability for County users using a mutually agreed upon protocol (e.g. SAML 2.0, Azure Active Directory, etc.). |

| | |
|------------|---|
| 2.3 | Data and Backup |
| 2.3.1 | The System will secure and protect all Personally Identifiable Information and allow controlled access to Certified Payroll Reports. |
| 2.3.2 | Vendor shall provide ALL Raw Data to the County when requested or at the end of the project/contract in a format mutually agreed upon. |
| 2.3.3 | All System Data Center(s) and backup/replication locations shall reside in the Continental United States. |
| 2.3.4 | The System backup processes shall be automated. |
| 2.3.5 | The System shall perform backups with no adverse effect on performance. |
| 2.3.6 | The System shall, at a minimum, backup data on a daily basis. |
| 2.3.7 | The System shall encrypt all backup media. |
| 2.3.8 | Access to County data must be limited only to the Vendor's personnel to perform work necessary defined in the scope of services. County must be notified in writing of any third party which the Vendor is required to share County data. |
| 2.3.9 | Vendor Provider must wipe County data from all storage media after termination using National Institute Standards and Technology (NIST) Special Publication (SP) 800-88 titled Guidelines for Media Sanitation. |
| 2.3.10 | The System shall use AES-256 encryption or stronger used for all data in storage. |
| 2.3.11 | The System shall use AES-128 encryption or stronger used for all data in transit. |
| 2.3.12 | The System shall not store sensitive data in cookies or URLs. |
| 2.4 | Infrastructure and Hosting Environment |
| 2.4.1 | The System shall provide a Fully Managed Solution (Vendor-Hosted). |
| 2.4.2 | The hosted environments shall implement security best practices and monitoring including: Host Intrusion Prevention (HIPS) or Detection (HIDS) system, Network Intrusion Prevention (NIPS) or Detection (NIDS) system, Web Application Firewall (WAF), Security Event and Information Management (SIEM), etc. |
| 2.4.3 | The hosted environment shall be comprised of software that has been fully tested, integrated and is accessible to County users. |
| 2.4.4 | All System software installed on servers, workstations and other devices must be authorized, licensed, and documented to ensure that data security is not compromised. |
| 2.4.5 | The System shall be contained by a perimeter firewall to protect network from external attacks. |
| 2.4.6 | The System shall have physical access controls in place to ensure appropriate access to IT resources in the hosted environment. |
| 2.4.7 | The System shall have measures to prevent the upload of unauthorized files (e.g., executable files). |
| 2.4.8 | The System shall undergo periodic web application vulnerability testing/scanning (e.g., source code, run time). |
| 2.4.9 | Vendor shall separate physical and logical environments (e.g., development, quality assurance, user acceptance testing, staging, production, training environments). |
| 2.4.10 | The System should include all infrastructure support. |
| 2.4.11 | The Test Environment shall support all testing activities as specified in the Statement of Work for all system and software application changes and modifications; minor and major, prior to implementation of production environment. |
| 2.4.12 | The Test Environment shall support the following: |
| a | Testing including unit testing |
| b | System Testing |
| c | Integration Testing |
| d | Performance Testing |
| e | User Acceptance Testing |
| f | Automated Regression Testing |
| 2.5 | Security Requirements - Sensitive Data |
| 2.5.1 | The System shall not store sensitive data and secrets (e.g., password challenge phrases, credential and authentication tokens) in code. |
| 2.5.2 | The System shall store secrets securely using a one-way hash or encryption. The System shall not store secrets, database keys, connections, and passwords in plain text. |
| 2.5.3 | The System shall protect application logs that contain sensitive data. |
| 2.5.4 | The System shall provide database/file encryption for protection of sensitive data fields while the data is at rest (e.g., stored data). |
| 2.5.5 | The System shall include protection mechanisms for sensitive data that is sent over the network. |
| 2.5.6 | The System shall transmit sensitive data using secure protocols, such as sftp, ssh, https, etc., or tunneled through an authenticated encrypted connection (e.g., VPN). |
| 2.6 | Security Requirements - Encryption |
| 2.6.1 | The System shall use FIPS 140-2 compliant encryption solution and, at minimum use industry standard cryptography available for the platform (e.g., AES 256). |
| 2.6.2 | The System shall securely deliver information over the internet using encryption (e.g., triple-DES (Data Encryption Standard), Advance Encryption Standard (AES)). |
| 2.6.3 | The System shall use the latest, stable and industry recommended version of SSL/TLS to deliver encrypted data over the Internet. |
| 2.6.4 | The System shall encrypt all confidential and sensitive data at storage and in transit. |

| | |
|------------|---|
| 2.7 | Security Requirements - Exception Management / Error Handling |
| 2.7.1 | The System shall provide exception handling to minimize information disclosure in case of an exception (e.g., login failure). |
| 2.7.2 | The System shall return generic errors messages to the client, to avoid disclosure of sensitive information (e.g., database error, application error). |
| 2.8 | Security Requirements - Recovery |
| 2.8.1 | Vendor shall have a clear way to address how data and system security are protected from disruption and loss in the event of disaster, emergency, and security breaches. System shall be monitored to ensure the effectiveness of security controls. Promptly notify the County project manager and Departmental Security Officer within twenty-four (24) hours of when there is a suspected system breach. |
| 2.8.2 | Vendor shall have the ability to restore data or portions of data within eight (8) hours after request is made. |
| 2.8.3 | System should provide exception handling to minimize information disclosure in case of exception (e.g., login failure). |
| 2.8.4 | System should return generic error messages to the County System Administrator, to avoid disclosure of sensitive information (e.g., database error or application error). |
| 2.8.5 | The System test and staging environments shall include robust and automated regression testing tools for use by County-specified users. |
| 2.8.6 | Vendor shall procure and maintain for the duration of the contract Cyber Liability Insurance, with limits not less than \$10 million per occurrence. |
| 2.9 | Performance and Availability |
| 2.9.1 | The System environments shall operate on a 24x7x365 basis. |
| 2.9.2 | System Availability shall be ninety-nine percent (99%) |
| 2.9.3 | The System shall have an average response time of three (3) seconds, as measured from the Hosted Environments. |

EXHIBIT A.2

INFORMATION TECHNOLOGY SECURITY REQUIREMENTS

Compliance

Contractor must comply with all County and DPW information security requirements. Any proposer/contractor that electronically transmits or stores Personal Identifiable Information (PII), as defined in California Civil Code Section 1798.29(g), must provide proof of compliance with all the following:

- Copy of validation/attestation reports that Contractor's data encryption product(s) generate.
- Attestation by an objective third party, stating the data center and network operations must be compliant with generally accepted best security practices and regulatory requirements where applicable (e.g., HIPPA, PCI, SAE 16/SAS 70, Service Organization Control (SOC) 2 Type 2, ISO 27001, TRUSTe certification, US-EU Safe Harbor compliance...).

Any questions or need for clarification regarding DPW security requirements should be addressed to the DPW DISO.

Data Protection & Destruction

Contractor shall ensure that only those Contractor personnel and/or subcontractor employees required to perform the services outlined in the statement of work shall have access to DPW records, materials, documents, data, and/or other information. All records, materials, documents, data, and/or other information of any kind obtained from DPW and all reports developed by Contractor and/or its subcontractor(s) under this contract are confidential to and are solely the property of DPW.

Contractor shall ensure that DPW data is properly protected, including 128 bit or stronger encryption of data while it is in transit (e.g., HTTPS) and storage (hardware or software file encryption).

DPW data must not be copied, reproduced, disclosed, or shared with any third-parties without prior express, written agreement from DPW.

At the end of the agreement, any DPW data maintained, processed, or stored by the Contractor must be turned over to DPW as deemed necessary by the DPW project manager. Additionally, Contractors that have maintained, processed, or stored DPW data must ensure that the data has been appropriately destroyed and removed from Contractor systems and storage media consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. DPW must receive within ten (10) business days of contract termination date, documentation that certifies the data was placed in one or more of the following states: unusable, unreadable, or indecipherable.

Security Breach

Contractor shall take reasonable steps to immediately remedy any Security Breach and prevent any further Security Breach at Contractor's expense in accordance with applicable privacy rights, laws, regulations and standards. Contractor shall reimburse County for actual costs incurred by County in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation. Contractor handling, processing, or storing DPW data or managing DPW systems is required to notify the DPW project manager and Departmental Information Security Officer within twenty-four (24) hours of any suspected security breach.

EXHIBIT A.2

INFORMATION TECHNOLOGY SECURITY REQUIREMENTS

Passwords

Any systems deployed by Contractor must implement passwords that comply with DPW password standards. All default passwords in hardware and software must be changed prior to deployment.

Anti-virus

All systems deployed by Contractor must employ DPW's standard McAfee anti-virus software. Any anti-virus file scanning exceptions must be approved by the DPW DISO.

Security Patches

All systems deployed by Contractor must be patched against all known vulnerabilities prior to deployment.

Software Development

Software development efforts must conform to the County's Secure Development Standards. Additionally, software code must pass a security scan assessment and be free of security vulnerabilities prior to acceptance by DPW. The application code scan will be performed by DPW utilizing a third-party application scanner where applicable.

DPW Security Sign-Off

The Contractor and DPW Project Manager must provide the signed *IT Security Requirements* exhibit and proof of compliance to the DPW DISO.

Contractor Acknowledgement

By signing below, the Contractor will be in compliance with the IT Security Requirements at the commencement of the contract and during the term of any contract that may be awarded pursuant to this solicitation. Proposers that fail to comply with the certification requirements will be considered non-responsive and excluded from further consideration. Contractors that fail to comply with this policy may be subject to suspension or termination of contractual agreements, denial of access to County IT resources, and/or other actions as deemed appropriate by the County.

Print Name

Signature

Date

CONTRACTOR DISCREPANCY REPORT**TO:****FROM:**

DATES: **Prepared:** _____
 Returned by Contractor: _____
 Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative_____
Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative_____
Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative_____
Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

Exhibit A.4
ACCEPTANCE CERTIFICATE

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

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

| CONTRACTOR PROJECT DIRECTOR OR CONTRACTOR PROJECT MANAGER SIGNOFF : | |
|--|---------------------------------|
| County Project Director Approval: | County Project Manager Approval |
| Signature: | Signature: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |

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

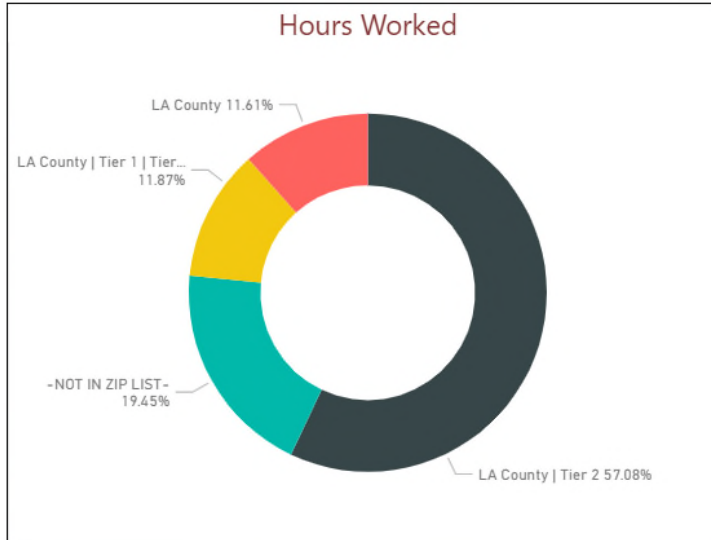
SAMPLE REPORTS

LA County Dashboard



Project Summary

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



| |
|---------------------------------|
| \$93,647.00 Total Wages Paid |
| \$66,911.00 Local Wages Paid |
| \$73,030.00 LAC Wages Paid |

Department Name

Department of Public Works ^

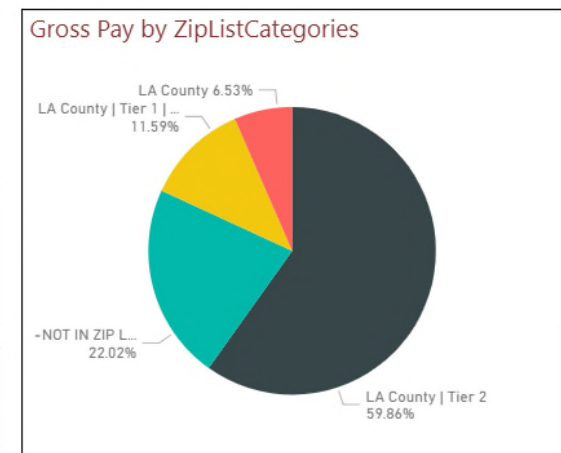
- ☐ Chief Executive Office
- ☐ Internal Services Department
- ☐ Public Library
- ☐ Parks and Recreation
- ☒ Department of Public Works

Project Name

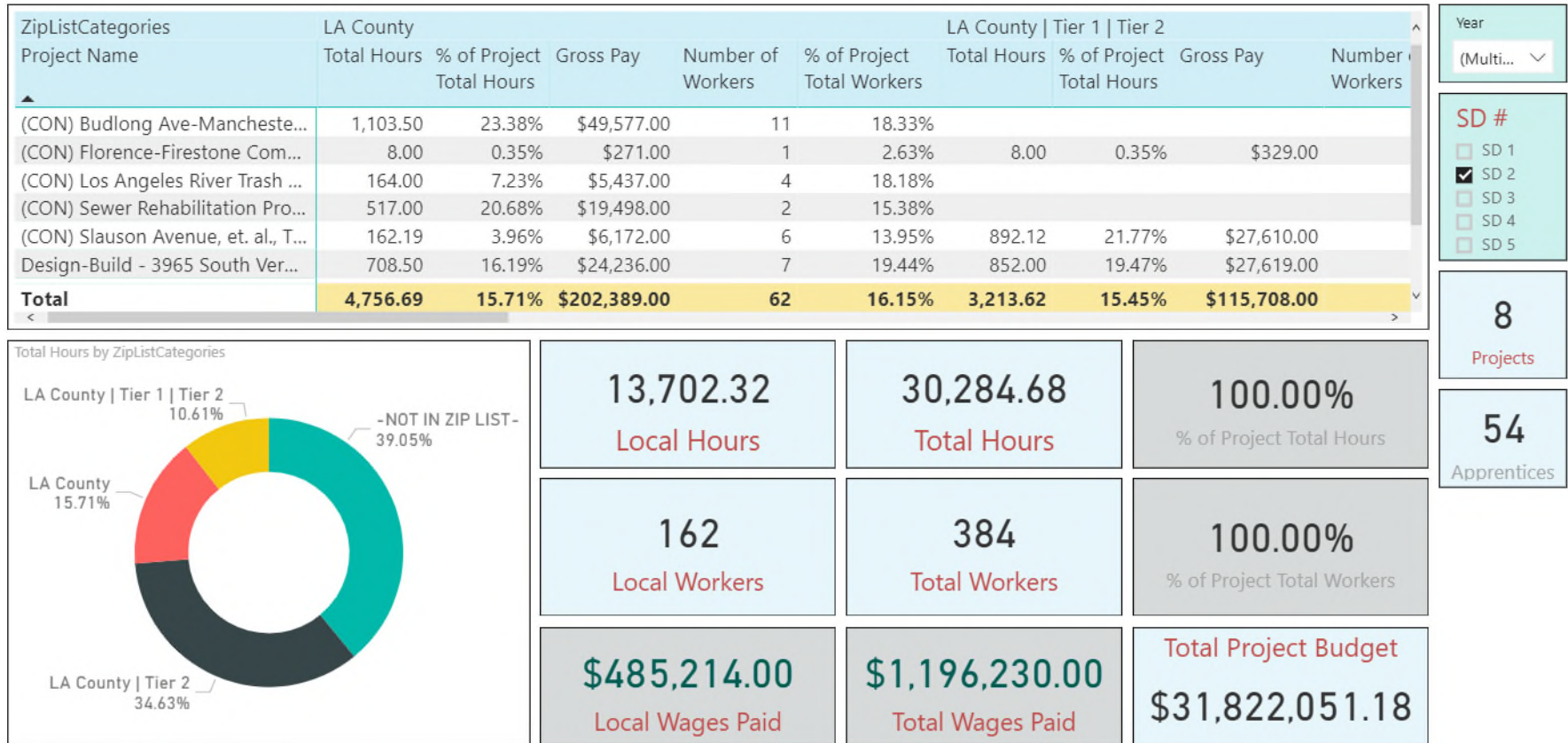
(CON) EAST LOS ANGELES COMMUNITY SAFE ROUTES... ^

| | | |
|-----------------------|-------------------------|------------------------------------|
| 30.00 Local % Goal | 0.00 Targeted % Goal | Period From 1/1/2017 12/31/2017 |
|-----------------------|-------------------------|------------------------------------|

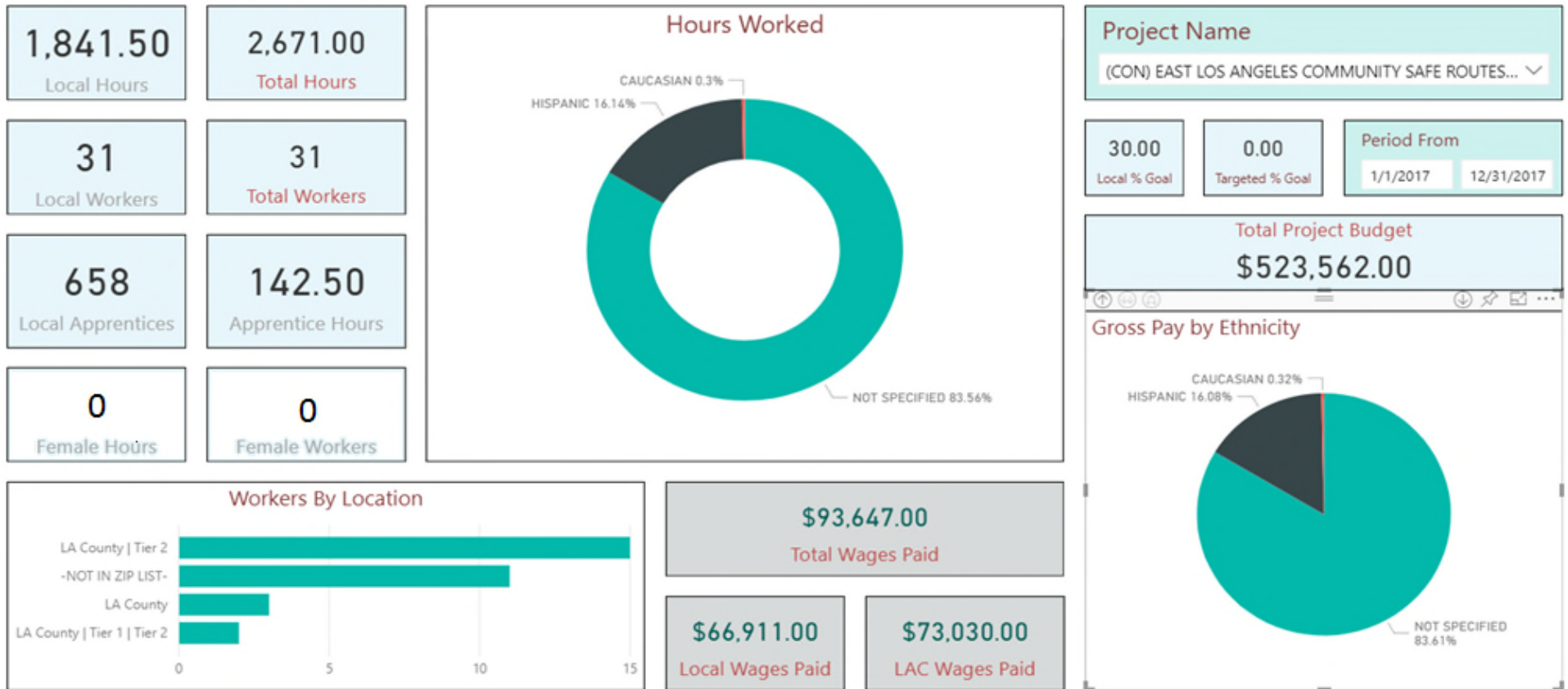
| |
|--------------------------------------|
| Total Project Budget \$523,562.00 |
|--------------------------------------|



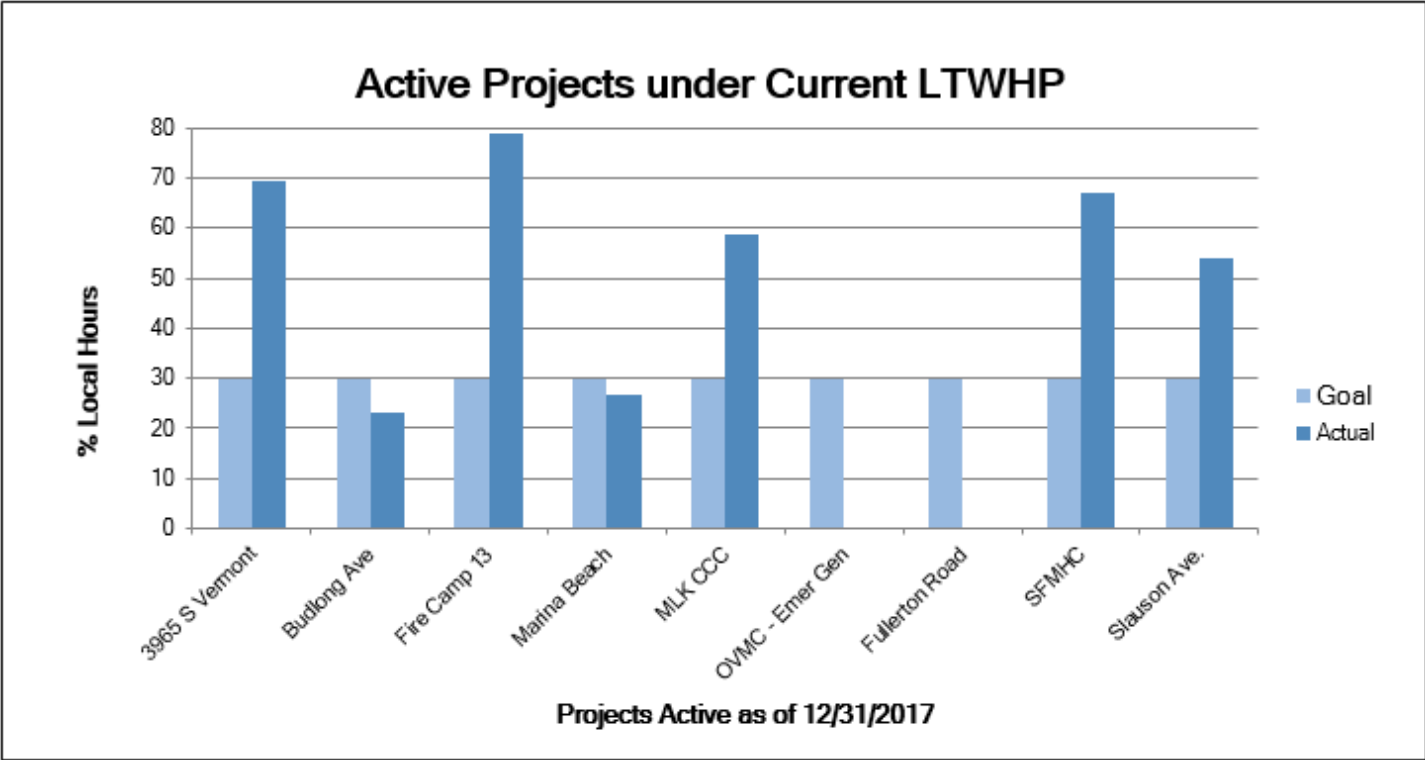
LA County Dashboard Continued



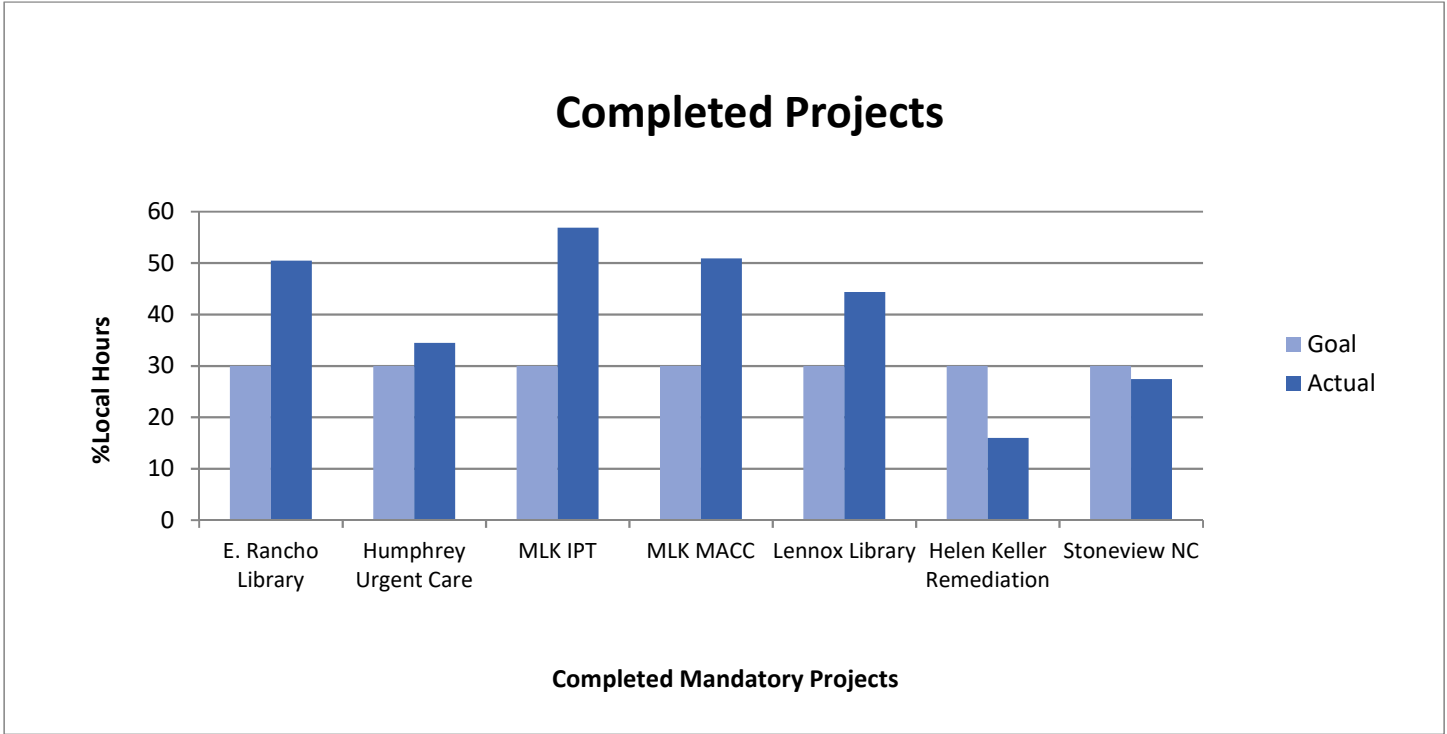
Project Summary



Report Date: _____
Date Range: _____
SD: All
Mandatory: Yes
Best Efforts: Yes



Report Date: _____
Date Range: _____
SD: All
Mandatory: Yes
Best Efforts: No



**SKILLED AND TRAINED WORKFORCE MONTHLY UTILIZATION REPORT
LOS ANGELES COUNTY**

| | | | | | |
|---------------------|--|--|--|---|--------------------|
| Project: _____ | | | | | Report Date: _____ |
| Project Code: _____ | | | | | Date Range: _____ |
| Contractor: _____ | | | | Skilled and Trained Worker Requirement: _____ | |

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

SKILLED AND TRAINED WORKFORCE MONTHLY UTILIZATION REPORT LOS ANGELES COUNTY

Project: _____

Report Date: _____

Project Code: _____

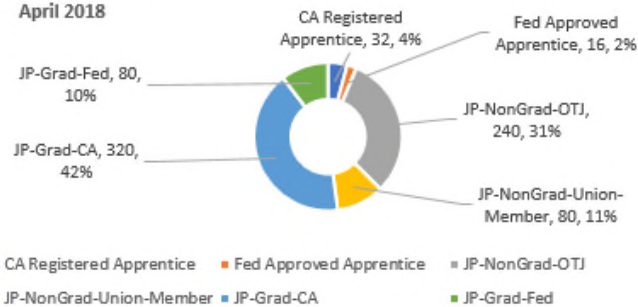
Date Range: _____

Contractor: _____

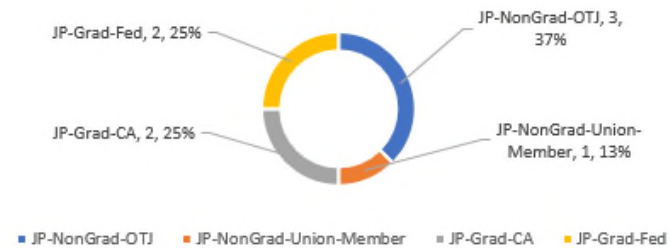
Skilled & Trained Worker Requirement: _____

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

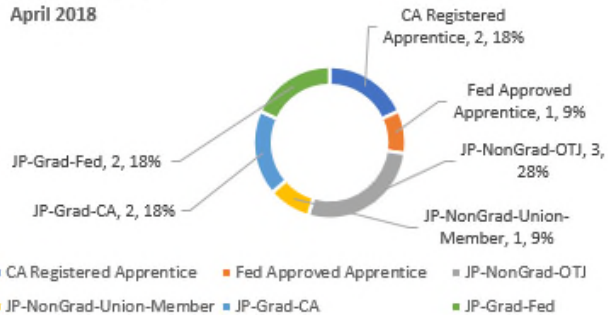
**Carpenter Craft Hours
April 2018**



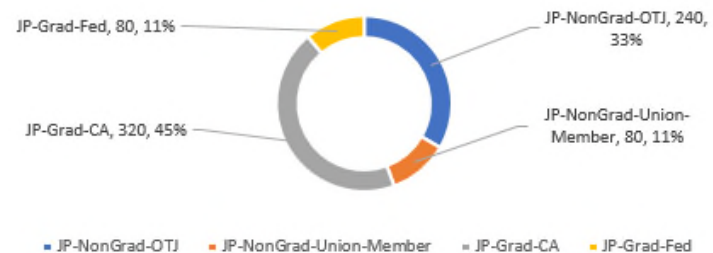
**Skilled & Trained
Graduated Journeyperson Workers
April 2018**



**Carpenter Craft Workers
April 2018**



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



BUSINESS UTILIZATION REPORT

Report Date: _____

Date Range: _____

Projects Selected: Multiple

Subcontractors Selected: All

Total Contract Amount: _____

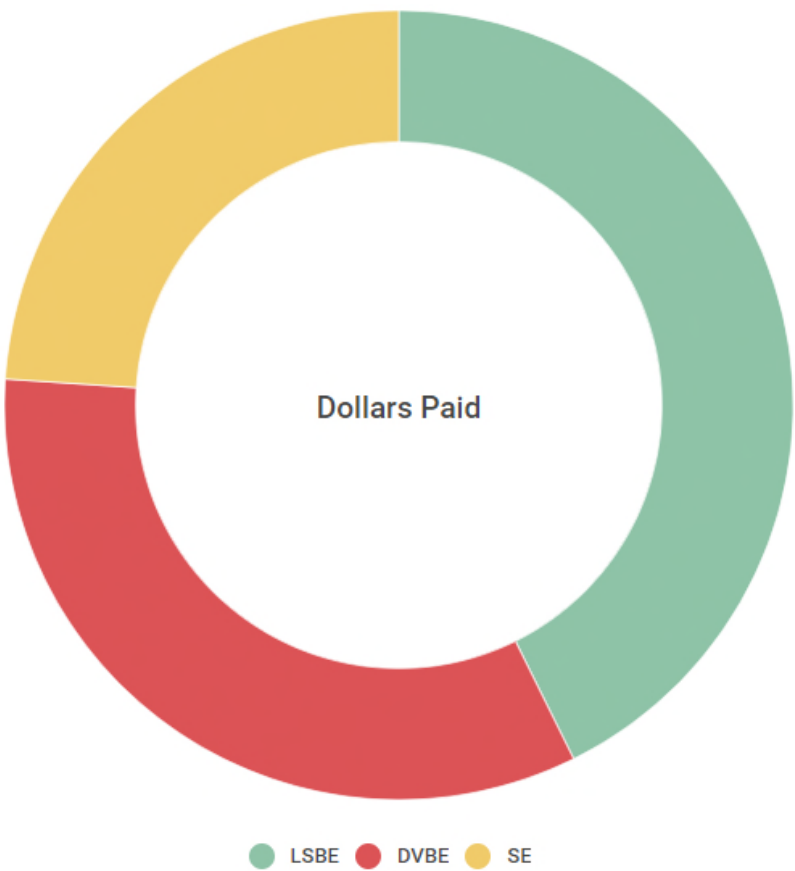
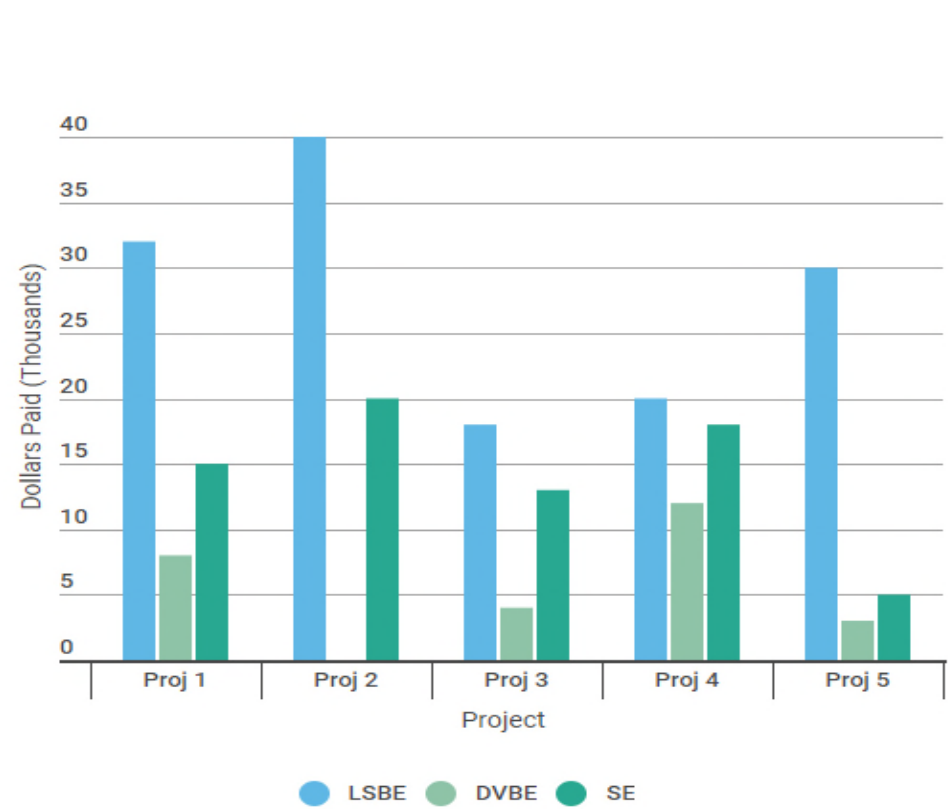


Exhibit B PRICING SCHEDULE

Local and Targeted Worker Hire Program (LTWHP) Monitoring and Business Utilization Tracking System and Related Services

1.0 ONE-TIME IMPLEMENTATION FEES

| Services Detail | Cost |
|---|--------------------|
| 1.1 - Module 1: Labor Compliance (LTWHP) | |
| 1.1.1 – Project Administration | \$1,975.00 |
| 1.1.2 – Requirements Verification | \$3,000.00 |
| 1.1.3 – Licensed Software (System Delivery) | \$0 |
| 1.1.4 – User Acceptance Testing | \$1,000.00 |
| 1.1.5 – Data Migration | \$9,950.00 |
| 1.1.6 – Training | \$1,975.00 |
| 1.1.7 – Implementation (Final Acceptance) | \$1,000.00 |
| 1.1.8 - Total Implementation Cost for Module 1 | \$18,900.00 |
| 1.2 - Module 2: Business Utilization | |
| 1.2.1 – Project Administration | \$1,950.00 |
| 1.2.2 – Requirements Verification | \$1,950.00 |
| 1.2.3 – Licensed Software (System Delivery) | \$1,950.00 |
| 1.2.4 – User Testing | \$1,950.00 |
| 1.2.5 – Data Migration | \$9,900.00 |
| 1.2.6 – Training | \$1,950.00 |
| 1.2.7 – Implementation (Final Acceptance) | \$1,950.00 |
| 1.2.8 - Total Implementation Cost for Module 2 | \$21,600.00 |
| 1.3 - Total One-Time Implementation Fees | \$40,500.00 |

2.0 ANNUAL SUBSCRIPTION FEES*

| Services Detail | Annual Cost** |
|--|--------------------|
| Module 1: Labor Compliance (LTWHP) | |
| Tier 1 Up to 2 billion dollars in active construction contracts | \$58,240.00 |
| Tier 2*** 2 to 4 billion dollars in active construction contracts | \$83,200.00 |
| Tier 3 4 to 6 billion dollars in active construction contracts | \$107,120.00 |
| Tier 4 6 to 8 billion dollars in active construction contracts | \$130,208.00 |
| Tier 5 8 to 10 billion dollars in active construction contracts | \$152,464.00 |
| Module 2: Business Utilization | |
| Tier 1 Up to 250 monitored contracts | \$9,900.00 |
| Tier 2*** Up to 500 monitored contracts | \$14,850.00 |
| Tier 3 Up to 1000 monitored contracts | \$21,500.00 |
| Tier 4 Up to 2000 monitored contracts | \$39,900.00 |
| Tier 5 Up to 3000 monitored contracts | \$59,900.00 |
| Total Annual Subscription Fees for Tier 2*** of Module 1 and Module 2 | \$98,050 |

Annual Subscription Fees Footnotes:

* Annual subscription rate to include all required work specified in the RFP and Contract, including but not limited to,
(1) Unlimited administrative users; (2) Unlimited User access; (3) Phone and email technical support for administrative

users; (4) Phone and email technical support for Users; (5) Web-based training for all Users; (6) Supplemental online video training; and (7) vendor hosting.

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

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

3.0 ADDITIONAL TRAINING SESSIONS FEES

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

| Services Detail | Session Cost* | Unit | Total Cost |
|---|---------------|------|--------------------|
| 3.1 Train-the-trainer training sessions (25 students, 4 hour class) | \$1500.00 | 5 | \$7,500.00 |
| 3.2 Comprehensive training for users (25 students, 3 hour class) | \$1250.00 | 5 | \$6,250.00 |
| Total Additional Training Sessions Fees | | | \$13,750.00 |

Additional Training Session Fees Footnotes:

*Session Cost shall be fully-loaded

4.0 POOL DOLLARS

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

| Services Detail | Total Cost |
|---------------------|--------------------|
| Pool Dollars | \$30,450.00 |

5.0 FEE SUMMARY

| Services Detail | Total Cost |
|---|---------------------|
| 1.0 Total One-Time Implementation Fees | \$40,500.00 |
| 2.0 Total Annual Subscription Fees for Modules 1 and 2 – YEAR 1 | \$98,050.00 |
| Total Annual Subscription Fees for Modules 1 and 2 – YEAR 2 | \$98,050.00 |
| Total Annual Subscription Fees for Modules 1 and 2 – YEAR 3 | \$98,050.00 |
| Total Annual Subscription Fees for Modules 1 and 2 – YEAR 4* | \$98,050.00 |
| Total Annual Subscription Fees for Modules 1 and 2 – YEAR 5* | \$98,050.00 |
| 3.0 Total Additional Training Sessions Fees | \$13,750.00 |
| 4.0 Pool Dollars | \$30,450.00 |
| Total Maximum Contract Sum | \$574,950.00 |

* If exercised by the County.

6.0 FIRM FIXED HOURLY RATE FOR OPTIONAL WORK

| | |
|--|---------------|
| Firm Fixed Hourly Rate for Optional Work | \$250.00/hour |
|--|---------------|

ADDITIONAL INFORMATION TECHNOLOGY (IT) PROVISIONS

1. DEFINITIONS

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

1.1 Acceptance

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

1.2 County Data

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

1.3 Deliverable(s)

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

1.4 Documentation

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

1.5 Error

With respect to the System, Support Services, Maintenance Services, other Services, or Deliverables, a failure of the System, Support Services, other Services, or Deliverables to conform to its specifications, or with respect to

the System, a failure that impairs the performance of the System when operated in accordance with the Contract.

1.6 Final Acceptance

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

1.7 Hosted Services

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

1.8 System

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

1.9 Licensed Software or System Software

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

1.10 Maintenance Services

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

1.11 Optional Work

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

1.12 Production Use/Productive Use

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

1.13 Professional Services

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

1.14 Specifications

All specifications, requirements, and standards specified in Exhibit A (Scope of Services), including Attachment A.1 (System Requirements); all performance requirements and standards specified in this Contract, Documentation for the Licensed Software, to the extent not inconsistent with any of the foregoing; all specifications for the Licensed Software provided or made available by Contractor under this Contract, but only to the extent: (i) not inconsistent with any of the foregoing; and (ii) acceptable to County in its sole discretion; and all written and/or electronic materials furnished or made available by or through Contractor regarding the System, including functionality, features, capacity, availability, response times, accuracy, or any other performance or other System criteria or any element of the System, but only to the extent not inconsistent with any of the foregoing.

1.15 Revisions

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

1.16 Services

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

1.17 Support Services

As defined in Exhibit A (Scope of Services).

1.18 Third Party Product

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

1.19 Work Product

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

1.20 Users

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

2. LICENSED SOFTWARE AND INTELLECTUAL PROPERTY.

2.1 License Grant.

2.1.1 Scope of License.

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

2.1.2 Documentation.

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

2.2 Revisions.

2.2.1 Notice of Revisions.

Contractor may from time to time make material revisions to the Licensed Software. In the event of such Revisions, (a) the Revision of the Licensed Software will include at least the functionality, level,

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

2.2.2 Revisions During Term.

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

2.3 Work Product and Background Intellectual Property.

2.3.1 Ownership of County Data.

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

2.3.2 Ownership of Background Intellectual Property & Licensed Software.

Contractor retains all right, title and interest in and to any such Background Intellectual Property and Licensed Software (including any modifications thereto made by Contractor). However, to the extent Background Intellectual Property constitutes or is incorporated into Work Product or required for County to fully exploit such Work Product or the System , Contractor hereby grants to County a perpetual, irrevocable , fully paid up, royalty free , transferable , sub-licensable , worldwide , non-exclusive right and license to use , prepare derivative works , and otherwise fully exploit in connection with County's business, the Background Intellectual Property constituting or incorporated into the Work Product or otherwise delivered to County in connection with this Contract, and provided further that the Background Intellectual Property is not separately commercially exploited by County. Any and all Background Intellectual Property which Contractor desires to use here under, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County's Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL."

2.4 Third Party Product.

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

3. SERVICES.

3.1 Services Generally.

The Contractor will provide and implement the System as specified in this Contract. The Contractor will provide the Services, fulfill the obligations to County, produce and deliver the Deliverables, and retain the responsibilities set forth in this Contract, and more specifically, Exhibit A (Scope of Services). Contractor shall provide the Services without causing a material disruption of County's operations. If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of

the Contractor, and the Contractor shall have no claim whatsoever against the County.

3.2 Training.

As part of the Services, Contractor shall provide the training to County and its personnel set forth in Exhibit A (Scope of Services) at no additional charge to County. In addition, County may participate, at no additional charge, in any training seminars that may be held, at Contractor's discretion, for the benefit of all customers and/or licensees.

3.3 Support Services and Maintenance Services.

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

4. ACCEPTANCE

4.1 Acceptance Criteria

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

4.2 Acceptance Tests

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

at various stages of the Implementation Services as set forth in Exhibit A (Scope of Services), or otherwise deemed appropriate by County.

4.3 Production Use

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

4.4 Final Acceptance

4.4.1 Conduct Performance Verification

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

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

4.4.2 Final Acceptance

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

4.5 Failed Testing

- 4.5.1 If the County's Project Director makes a good faith determination at any time that the System (as a whole, or any component thereof), Services, Deliverables, and/or milestones has not successfully completed an Acceptance Test or has not achieved Final Acceptance (collectively referred to for purposes of this Sub-paragraph (Failed Testing) as "Designated Test"), the County's Project Director shall promptly notify

Contractor in writing of such failure, specifying with as much detail as possible the manner in which the System, Services, Deliverables, and/or milestones failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the System, Services, Deliverables, milestones, and/or System as will permit the System, Services, Deliverables, milestones, and/or System to be ready for retesting. Contractor shall notify the County's Project Director in writing when such corrections, repairs, and modifications have been completed, and the applicable Designated Test shall begin again. Such procedure shall continue until such time as County notifies Contractor in writing either: (i) of the successful completion of such Designated Test.

5. INTENTIONALLY OMMITTED

6. DISABLING DEVICE

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

7. NON-INFRINGEMENT

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

8. PENDING LITIGATION

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

9. ASSIGNMENT OF WARRANTIES

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

10. OTHER WARRANTIES

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

11. MAINTENANCE SERVICES

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

12. SYSTEM PERFORMANCE REQUIREMENTS

Contractor represents and warrants that when operated in conformance with the terms of this Contract, the Licensed Software and/or Services (as applicable) shall

achieve the System Performance Requirements set forth in Exhibit A (Scope of Services).

13. DATA DESTRUCTION

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

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

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

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

14. TERMINATION TRANSITION SERVICES

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

14.2 Upon the expiration or termination of this Contract, County may require Contractor to provide services at no additional cost to assist County to transition System operations from Contractor to County or County's designated third party ("**Transition Services**"). Upon County's request for Transition Services, County and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services. Contractor agrees that in the event that County terminates the Contract for any breach by Contractor, Contractor shall perform Transition Services at no cost to

County. Contractor shall provide County with all of the Transition Services as provided in this Section 14 (Termination Transition Services). The duty of Contractor to provide such Transition Services shall be conditioned on County continuing to comply with its obligations under the Contract, including payment of all applicable fees. Contractor shall have no right to withhold or limit its performance or any of such Transition Services on the basis of any alleged breach of this Contract by County, other than a failure by County to timely pay the amounts due and payable hereunder. County shall have the right to seek specific performance of this Section 14 (Termination Transition Services) in any court of competent jurisdiction and Contractor hereby waives any defense that damages are an adequate remedy. Compliance with this Section 14 (Termination Transition Services) by either party shall not constitute a waiver or estoppel with regard to any rights or remedies available to the parties.

INDEMNIFICATION AND INSURANCE PROVISIONS

I. INDEMNIFICATION

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

II. INTELLECTUAL PROPERTY INDEMNIFICATION

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

Exhibit D

- 1.1.2 County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. If any Indemnified Item hereunder becomes the subject of an Infringement Claim under Section II (Intellectual Property Indemnification), or in County's opinion is likely to become the subject of such a claim, then, in addition to defending the claim and paying any damages and attorneys' fees as required in Section II (Intellectual Property Indemnification), Contractor shall, at its option and in its sole discretion and at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the Indemnified Items or affected component(s) thereof, or part(s) thereof, pursuant to this Contract; or (ii) replace or modify the Indemnified Items or component(s) thereof with another software, service, item, or component(s) thereof of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the Indemnified Items and all components thereof become non-infringing, non-misappropriating, and non-disclosing (hereinafter collectively for the purpose of this Sub-paragraph "Remedial Act(s)").
- 1.1.3 If Contractor fails to complete the Remedial Acts described in Sub-section 1.1.2 above within forty-five (45) days of notice of the claim (and such time has not been extended by County in writing) then, County shall have the right, at its sole option, to elect to (i) terminate this Contract with regard to the infringing Indemnified Items for default pursuant to the Termination for Default provision, in which case, in addition to other remedies available to County, Contractor shall reimburse County for all Implementation Fees paid by County to Contractor under the Contract, and/or (ii) take such remedial acts as it determines to be commercially reasonable to mitigate any impairment of its use of the infringing Indemnified Items or damages (hereafter collectively referred to as "County's Mitigation Acts"). Contractor shall indemnify and hold harmless County for all amounts paid and all direct and indirect costs associated with County's Mitigation Acts. Failure by Contractor to pay such amounts within ten (10) Business Days of invoice by County shall, in addition to, and cumulative of all other remedies, entitle County to immediately withhold all payments due to Contractor under this Contract up to the amount paid by County in connection with County's Mitigation Acts.

III. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

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

A. Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be emailed to the Contract Administrator.

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property,

Exhibit D

monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of or Changes in Insurance

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

D. Failure to Maintain Insurance

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

E. Insurer Financial Ratings

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

F. Contractor's Insurance Shall Be Primary

Exhibit D

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

G. Waivers of Subrogation

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

H. Subcontractor Insurance Coverage Requirements

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

I. Deductibles and Self-Insured Retentions (SIRs)

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

J. Claims Made Coverage

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

K. Application of Excess Liability Coverage

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

L. Separation of Insureds

Exhibit D

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

M. Alternative Risk Financing Programs

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

N. County Review and Approval of Insurance Requirements

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

III. INSURANCE COVERAGE

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

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

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

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

Exhibit D

any federal workers or workmen's compensation law or any federal occupational disease law.

D. Professional Liability/Errors and Omissions

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

E. Technology Errors and Omissions

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

F. Privacy/Network Security (Cyber Liability)

Insurance coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits of not less than \$10 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

| | | |
|---|--|-----------------|
| OPS CLUSTER AGENDA REVIEW DATE | 4/1/2020 | |
| BOARD MEETING | 4/21/2020 | |
| SUPERVISORIAL DISTRICT AFFECTED | All | |
| DEPARTMENT | Chief Executive Office (lead) / Public Works / Public Health / Parks and Recreation | |
| SUBJECT | Countywide Sustainability Plan – for information only | |
| PROGRAM | CAL FIRE Grant Funding for Urban Forest Management Plan | |
| SOLE SOURCE CONTRACT | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| | If Yes, please explain why: not a contract | |
| DEADLINES/ TIME CONSTRAINTS | This is a request for the Board to approve a resolution required to be submitted for a grant application to CAL FIRE and to delegate authority to CEO to sign state certifications for the application. The resolution must be adopted prior to award of the grant, which is expected May 29, 2020, and should be agendized prior to the application submittal deadline of April 16, 2020. | |
| COST & FUNDING | Total cost: \$ 0 | Funding source: |
| | TERMS (if applicable): | |
| | <p>Explanation:</p> <p>There is no internal cost to submit the grant application. If the grant is awarded, the program requires a minimum of 25% matching funds which will be provided through Public Works' Road Fund, as well as funding that was previously allocated to Public Works to support tree planting and maintenance activities, and County staff time.</p> | |
| PURPOSE OF REQUEST | Approve Board Letter requesting adoption of the CAL FIRE resolution and delegated authority for CEO to sign State certifications. | |
| BACKGROUND (include internal/external issues that may exist) | Development of an Urban Forest Management Plan (UFMP) is included as an action in both the OurCounty sustainability plan, and the March 2020 Review Draft of the County's Community Climate Action Plan. It was also listed as a priority action in the CSO's February 14, 2020 report to the Board on plan priorities. CSO, in coordination with other departments from the County's Tree Committee submitted a concept proposal for \$1.5M to support development of the UFMP and were recently invited to submit a full proposal. The grant funds would primarily be used to secure contracting support for plan development, stakeholder engagement, and tree planting and maintenance. The grant program requires that the Board adopt a resolution stating that the Board approves submittal of the application, certifies that funds are available to begin the project, and delegates authority to CEO to complete any necessary documentation to complete the project. The Board Letter also requests delegated authority for CEO to sign state certifications required by the grant program. | |
| DEPARTMENTAL AND OTHER CONTACTS | <p>Name, Title, Phone # & Email:</p> <ul style="list-style-type: none"> Gary Gero, Chief Sustainability Officer, 213-974-1160, ggero@ceo.lacounty.gov Rita Kampalath, Sustainability Program Officer, 323-459-3939, rkampalath@ceo.lacounty.gov | |



SACHI A. HAMAI
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

Board of Supervisors
HILDA L. SOLIS
First District

MARK RIDLEY-THOMAS
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

March XX, 2020

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:

**ADOPT A RESOLUTION TO APPLY FOR AND ACCEPT CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION URBAN AND COMMUNITY
FORESTRY GRANT PROGRAM AWARD TO SUPPORT THE DEVELOPMENT OF A
COUNTY URBAN FOREST MANAGEMENT PLAN
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Adopt a resolution, as required by the California Department of Forestry and Fire Protection Urban and Community Forestry Grant program, authorizing submittal of an application for grant funding to support development of a County Urban Forest Management Plan.

IT IS RECOMMENDED THAT THE BOARD:

Adopt the attached resolution: 1) approving the submittal of an application for grant funds of up to \$1,500,000 to the California Department of Forestry and Fire Protection (CAL FIRE) Urban and Community Forestry Grant Program to support the "Spearheading Regional Urban Forestry through Management Planning for Unincorporated LA County" project to develop an Urban Forest Management Plan (UFMP) for the County; 2) certifying that County funds are available to begin the project; 3) certifying that the County will expend grant funds prior to March 30, 2024; and 4) authorizing the Chief Executive Officer (CEO) or her designee to conduct negotiations, execute, and submit all documents, including but not limited to applications, agreements, amendments, and payment requests necessary for the completion of the project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The grant funds would support development of a County Urban Forest Management Plan (UFMP) in the amount of \$1,500,000. Development of a UFMP is Action 43 in the Board adopted OurCounty Sustainability Plan (OurCounty) and is identified as a priority action in the CSO's February 14, 2020 report to the Board on plan priorities. It is also an action in the March 2020 Review Draft of the Los Angeles County Climate Action Plan.

The proposed project includes the planting of nearly 400 parkway trees in the Florence-Firestone community which has been identified as high need for increased tree canopy. The UFMP itself will enhance the County's ability to effectively manage its urban forest and increase its tree canopy, in support of OurCounty goals. It will also facilitate the County's ability to respond to emerging threats to the urban forest such as invasive pests and climate change, by setting forth consistent management approaches based on current science, and identifying policy and program needs to support these approaches. The above goals will be supported by a robust stakeholder engagement process to ensure that community priorities are captured in the UFMP.

The CAL FIRE grant program requires that the governing board of an applicant adopt the attached resolution approving the filing of a grant application. The resolution further certifies that County funds are available to front-fund the project and designates the CEO as an agent of the Board to conduct negotiations, execute and submit any documents necessary to complete the proposed project. The resolution has been reviewed and approved by County Counsel.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended action helps effectuate the County's Strategic Plan Goal II - Foster Vibrant and Resilient Communities, specifically, Strategy II.3 - Make Environmental Sustainability Our Daily Reality.

The action is also consistent with Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. Securing these grant funds will maximize and leverage County resources.

FISCAL IMPACT/FINANCING

The requested actions will allow CEO to apply for grant funds in the amount of \$1,500,000 with work to be completed by March 30, 2024. The grant program requires a funding match of at least 25%. This match will consist of approximately \$292,000 which will come from the Public Works Road Fund and County General Funds previously allocated to Public Works to support tree planting work, as well as an additional estimated \$532,000 of in lieu County staff time.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Honorable Board of Supervisors
March XX, 2020
Page 3

The CAL FIRE Grant program requires the governing board of an applicant to adopt a resolution approving the filing of a grant application. Adopting this resolution approved by County Counsel will complete the County's application for the CAL FIRE Grant in an amount not to exceed \$1,500,000.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Adoption of this resolution and acceptance of grant funds will support the implementation of the OurCounty plan and will result in a more resilient and equitable urban forest.

Respectfully submitted,

SACHI A. HAMAI
Chief Executive Officer

SAH:FAD:TJM
GG:RK;jg

c: Executive Office, Board of Supervisors
County Counsel

RESOLUTION*(non-profit applicants must have resolution signature notarized)***NOTE: DO NOT CHANGE THE FORMAT OR VERBIAGE IN THIS RESOLUTION FORMAT WITHOUT WRITTEN APPROVAL OF CAL FIRE STAFF.**

Resolution No.: _____

RESOLUTION OF THE **Board of Supervisors** OF **Los Angeles County**
(Title of Governing Body) (City/County/District/non profit)

FOR FUNDING FROM THE URBAN AND COMMUNITY FORESTRY GRANT PROGRAM OF THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION AS PROVIDED THROUGH THE GREENHOUSE GAS REDUCTION FUND.

WHEREAS, the Governor of the State of California in cooperation with the California State Legislature has enacted State of California Greenhouse Gas Reduction Funding, which provides funds to the State of California and its political subdivisions for urban forestry programs; and

WHEREAS, the State Department of Forestry and Fire Protection has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing application by local agencies and non-profit organizations under the program, and

WHEREAS, said procedures established by the Department of Forestry and Fire Protection require the applicant to certify by resolution the approval of application before submission of said application to the State; and

WHEREAS, the applicant will enter an agreement with the State of California to carry out an urban forestry project;

NOW, THEREFORE, BE IT RESOLVED that the **Board of Supervisors:**
(Title of Governing Body)

1. Approved the filing of an application for "State Greenhouse Gas Reduction Funding" Urban and Community Forestry grant program funds; and
2. Certifies that said applicant has or will have sufficient funds to operate and maintain the project; and,
3. Certifies that funds under the jurisdiction of **the Board of Supervisors** are available to begin the project.
(Title of Governing Body)
4. Certifies that said applicant will expend grant funds prior to **March 30, 2024**.
5. Appoints **the Chief Executive Officer**, or a designee, as agent of the **Board of Supervisors** to conduct negotiations,
(Position Title) (Title of Governing Body)
execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the afore mentioned project.

Approved and adopted the _____ day of _____, 20_____.

I, the undersigned, hereby certify that the foregoing Resolution, number _____, was duly adopted by the following roll call vote of the _____.
(City Council/Board of Supervisor/Board of Directors)

Ayes: _____ Noes: _____ Absent: _____ (Clerk signature)

Notarized Seal: