



Board of Supervisors Operations Cluster Agenda Review Meeting

DATE: April 9, 2025

TIME: 2:00 p.m. – 4:00 p.m.

MEETING CHAIR: Michelle Vega, 5th Supervisorial District

CEO MEETING FACILITATOR: Dardy Chen

THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055

To participate in this meeting in-person, the meeting location is:

Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Room 374-A

To participate in this meeting virtually, please call teleconference number

1 (323) 776-6996 and enter the following 522268816# or [Click here to join the meeting](#)

Teams Meeting ID: 237 250 878 670

Passcode: UoBQAE

For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to ClusterAccommodationRequest@bos.lacounty.gov.

Members of the Public may address the Operations Cluster on any agenda item during General Public Comment.

The meeting chair will determine the amount of time allowed for each item.

THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL *6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.

1. CALL TO ORDER

2. GENERAL PUBLIC COMMENT

3. BOARD MOTION ITEM(S):

None.

4. DISCUSSION ITEM(S):

- A) Board Letter:
REQUEST FOR APPROVAL TO AWARD AND EXECUTE ONE CONTRACT
FOR PARKING FACILITY MANAGEMENT SERVICES
ISD – Christie Carr, ISD Contracting Division Manager
- B) Board Letter:
CONSTRUCTION-RELATED CONTRACTS
PUBLIC CONTRACTING AND ASSET MANAGEMENT SERVICE AREA
AWARD OF JOB ORDER CONTRACT SYSTEM AND RELATED CONSULTING
SERVICES AGREEMENTS FOR COUNTY DEPARTMENTS, AND THE
LOS ANGELES COUNTY DEVELOPMENT AUTHORITY
DPW/CIO – Soo Kim, Division Chief and
John Calas, Departmental Chief Information Officer
- C) Board Letter:
AWARD 17 JOB ORDER CONTRACTS FOR MAINTENANCE, REPAIR,
REMODELING, AND REFURBISHMENT OF COUNTY INFRASTRUCTURE
AND FACILITIES; ADOPT AND ADVERTISE VARIOUS SPECIFICATIONS
ISD/CEO-CP – Thomas DeSantis, P&PM Division Manager

5. PRESENTATION ITEM(S):

None.

6. ADJOURNMENT

UPCOMING ITEMS FOR APRIL 16, 2025:

- A) CEO/RE - EIGHT-YEAR LEASE
MUSEUM OF NATURAL HISTORY
4400 SEVILLE AVENUE, VERNON
- B) DPW/CIO - SERVICE CONTRACT PUBLIC CONTRACTING AND ASSET
MANAGEMENT; CORE SERVICE AREA AWARD OF CONTRACT WITH
LCPTRACKER, INC. LOCAL AND TARGETED WORKER HIRING PROGRAM
AND COMMUNITY WORKFORCE AGREEMENT MONITORING SYSTEM AND
RELATED SERVICES
- C) TTC - RECOMMENDATION TO AWARD A CONTRACT FOR DELINQUENT
ACCOUNT COLLECTION SERVICES TO BC SERVICES, INC.

- D) ISD/CEO-CP – LA COUNTY REGISTRAR RECORDER/COUNTY CLERK
ELEVATOR PANEL REPLACEMENT PROJECT
CATEGORICAL EXEMPTION
ESTABLISH AND APPROVE CAPITAL PROJECT NO. 87892
APPROVE PROJECT BUDGET
- E) CEO-CIO & DPH – APPROVE THE USE OF INFORMATION TECHNOLOGY
FUND FOR IMPLEMENTATION OF CARECONNECT FOR DOMESTIC
VIOLENCE SHELTERS AND AN APPROPRIATION ADJUSTMENT FOR
FISCAL YEAR 2024-25

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE
OPERATIONS CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL
AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

OPS_CLUSTER_COMMENTS@CEO.LACOUNTY.GOV

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	4/9/2025		
BOARD MEETING DATE	5/6/2025		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Internal Services Department (ISD)		
SUBJECT	Request for approval to award and execute one contract for Parking Facility Management Services		
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.		
DEADLINES/ TIME CONSTRAINTS	Yes - the current contracted services expire on May 31, 2025.		
COST & FUNDING	Total cost: \$8.8 million and an aggregate of approximately \$47 million for the initial 5-year term		Funding source: Sufficient appropriation for the recommended contract (management fee) is included in ISD's Fiscal Year 2024-2025 Adopted Budget and sufficient appropriation will be requested in future years.
	TERMS: Initial contract term of five years, with two one-year renewal options, and six month-to-month extensions, effective June 1, 2025. The contract includes the County's standard terms and conditions which have been approved as to form by County Counsel and contains all of the Board's required contract provisions		
	Explanation: The estimated annual revenue for all revenue-generating parking facilities is \$11.4 million based on previous revenue generated in FY 2023-2024.		
PURPOSE OF REQUEST	Request approval to award and execute one contract with PCAM, LLC dba Parking Company of America (PCAM) to provide parking facility management services at 26 County-owned and/or County-operated parking facilities throughout the County of Los Angeles. Approval of the recommendations will allow ISD to award the parking facility management services contract to meet the immediate and continued need for such services, find that the contract is cost effective, and will allow ISD to effectively manage the contract through its term.		
BACKGROUND (include internal/external issues that may exist including any related motions)	ISD currently contracts for parking facility management services at 26 parking facilities. The recommended actions will ensure that parking facilities are operated and maintained throughout the County of Los Angeles, without interruption. Ensuring the continuity of services is crucial, as the absence of such continuity would have negative operational and fiscal impacts on County and Court employees, internal and external customers, and the public utilizing the County parking facilities on a daily basis.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Christie Carr, ISD Contracting Division Manager, (323) 267-3101; ccarr@isd.lacounty.gov		



MICHAEL OWH
Director

County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

Telephone: (323) 267-2101
FAX: (323) 264-7135

Speed. Reliability. Value.

May 6, 2025

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

Dear Supervisors:

**REQUEST FOR APPROVAL TO AWARD AND EXECUTE ONE CONTRACT FOR
PARKING FACILITY MANAGEMENT SERVICES
(ALL DISTRICTS – 3 VOTES)**

SUBJECT

Request approval to award and execute one contract with PCAM, LLC dba Parking Company of America (PCAM) to provide parking facility management services at 26 County of Los Angeles (County) owned and/or County- operated parking facilities throughout the County of Los Angeles.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that parking facility management services can be performed more economically by an independent contractor than by County employees.
2. Approve and instruct the Chair to sign the attached contract (Attachment 1) with PCAM, to provide parking facility management services effective June 1, 2025, for a period of five years, with two one-year extension options, and six month-to-month extensions, for a maximum total contract term of seven years and six months, at an estimated first year cost of \$8.8 million and an aggregate of approximately \$47 million for the initial five year term.
3. Authorize the Director of Internal Services Department (ISD), or their designee, to exercise the renewal options and month-to-month extensions in accordance with the attached contract; add or delete facilities; execute applicable contract amendments should the original contracting entity merge, be acquired, or

otherwise have a change of entity; and, upon review by County Counsel, approve necessary changes to scope of services.

4. Authorize the Director of ISD, or their designee, to increase the contract amount up to an additional 10% to allow for any possible cost of living adjustments (COLA) during the option years in accordance with County policy and terms of the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

ISD currently contracts for parking facility management services at 26 parking facilities which will expire May 31, 2025. The recommended actions will ensure that parking facilities are operated and maintained throughout the County, without interruption. Ensuring the continuity of services is crucial, as the absence of such continuity would have negative operational and fiscal impacts on County and Court employees, internal and external customers, and the public utilizing the County parking facilities on a daily basis.

Approval of recommendation number one and two will allow ISD to award the parking facility management services contract to meet the immediate and continued need for such services and find that the contract is cost effective.

Approval of recommendation number three will allow ISD to effectively manage the contract through its term.

Approval of recommendation number four will allow ISD to approve COLA in accordance with County policy and terms of the contract, if requested by the Contractors.

A complete listing of the parking facilities is attached (Attachment 2).

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended contract supports the County's Strategic Plan, North Star 3 (Realize Tomorrow's Government Today), Focus Area Goal A, Communication and Public Access, by providing accessibility of our government services and public access to parking facilities throughout the County. Further, the direct customer service provided by the recommended Contractor will enable the County to meet the parking needs of all residents visiting these facilities. The recommendations further support the County's Strategic Plan by providing timely delivery of customer oriented and efficient public services and by generating revenue which benefits the County General Fund.

FISCAL IMPACT/FINANCING

At 23 (non-revenue generating lots) of the 26 parking facilities included in the contract, as shown in Attachment 2, the County will pay PCAM a fixed management fee of approximately \$8.8 million for the first contract year and an aggregate of approximately \$47 million for the initial 5-year term.

At the remaining three parking facilities (revenue share lots), the County will provide a percentage of the monthly adjusted gross revenue generated at those facilities to PCAM. This revenue-sharing percentage is 36% and 43% for year one and will increase to 39.5% to 46.5% in the fifth year of the contract. Additionally, three of the fixed management fee lots become revenue share lots to the County during special events.

The estimated annual revenue for all revenue-generating parking facilities is \$11.4 million based on previous revenue generated in FY 2023-2024.

Appropriation for the management fee payments for the recommended contract is included in ISD's Fiscal Year 2024-2025 Adopted Budget. Additional funding will be requested in future years' budget submissions, if necessary.

ISD conducted a Prop A cost analysis to ensure the contract's cost effectiveness; summaries of which are attached (Attachment 3). Based on the Prop A cost analysis, the proposed contract rates will provide cost savings of 14.22% or \$1.8 million to the County during the first year. Pursuant to the Fiscal Manual, the Auditor-Controller has approved the cost analysis that demonstrate that the contract is cost effective.

The proposed management fees and revenue share percentages are fixed for the initial term of the contract. The contract allows for a COLA increase for the proposed management fees during the sixth and seventh years of the contract, if the option years are exercised. The COLA language in the contract complies with your Board's directive that COLAs for Living Wage contract be limited to only the non-labor costs associated with the contract, unless the Contractor can demonstrate an increase in labor cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contract includes the County's standard terms and conditions which have been approved as to form by County Counsel. The contract contains all of the Board's required contract provisions including those pertaining to consideration of qualified County employees targeted for layoffs as well as qualified GAIN/START

participants for employment openings, compliance with the Jury Service Ordinance, Safely Surrendered Baby Law and the Child Support program.

The contract is subject to the Living Wage Program (Los Angeles County Code, Chapter 2.201). PCAM has signed a Memorandum of Understanding with Teamsters Local Union No. 911 and will execute the Collective Bargaining Agreement subsequent to your Board's approval of the contract, exempting the firm from the County's Living Wage Program.

Pursuant to Board Policy 5.030 (Low-Cost Labor Resource Program), departments are required to consider low-cost County resource options in lieu of, or as supplements to any future contracts. To this end, ISD found that there were no low-cost County resource options available for the recommended contracted services.

CONTRACTING PROCESS

On May 13, 2024, ISD released a Request for Proposals (RFP) for Parking Facilities Management Services and posted the solicitation and contracting opportunity announcement on the County's "Doing Business with Us" web site (Attachment 4). Notice of the RFP was sent by electronic mail to 100 vendors registered with the County (Attachment 5). In addition, the contracting opportunity was advertised in the following publications: Los Angeles Times, Temple City Tribune (a hyper-local publication), Downtown News (a hyper-local publication), World Journal-Chinese Daily News (an ethnic publication), and La Opinión (an ethnic publication) in the geographical locations where the services will be provided. Additionally, to increase opportunities for Preference Program Enterprises, ISD regularly participates in outreach efforts such as vendor fairs with the Department of Consumer and Business Affairs, and other County departments.

On June 12, 2024, 12 vendors attended the mandatory proposer's conference. As a result of the competitive RFP, on July 10, 2024, five proposals were received. All proposals were reviewed for responsiveness and compliance with the minimum requirements as stated in the RFP. Two proposals did not meet the minimum requirements and were disqualified and therefore not evaluated. A disqualification review was provided to both proposers on August 8, 2024. The three remaining proposers that met the minimum RFP requirements were then evaluated by an evaluation committee in accordance with the evaluation criteria identified in the RFP.

PCAM was identified as the highest-ranked proposer and therefore is recommended for the contract award. On October 8, 2024, and October 9, 2024, debriefings were

conducted for the non-selected proposers. There were no protests resulting from this solicitation.

A summary of Community Business Enterprise Program information for the proposers and recommended contractor is attached (Attachment 6). On final analysis, selections were made without regards to gender, race, creed, color or national origin.

A Proposition A cost analysis has been conducted, and the contract meets Proposition A cost effectiveness criteria.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended contract will allow the County to continue to provide parking facility management services for County-owned and/or operated parking facilities throughout the County of Los Angeles without interruption in service, ensuring that essential parking management services remain available. The recommended contract will also ensure a continued revenue stream for the County.

CONCLUSION

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

Respectfully submitted,

MICHAEL OWH
Director

MO:QH:LG:CC:nv

Attachments

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

BOARD LETTER ATTACHMENTS (6)

- 1. Contract**
- 2. List of Facilities**
- 3. Proposition A Cost Analysis**
- 4. Solicitation Posting on “Doing Business with US” website**
- 5. Vendor Listing**
- 6. Proposers’ Organization Questionnaire/Affidavit and Community Business Enterprise (CBE) Information**

CONTRACT



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

PCAM, LLC

DBA PARKING COMPANY OF AMERICA

FOR

PARKING FACILITIES MANAGEMENT SERVICES

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
PCAM, LLC
DBA PARKING COMPANY OF AMERICA
FOR
PARKING FACILITIES MANAGEMENT SERVICES**

This Contract ("Contract") made and entered into this ____ day of _____, 20__ by and between the County of Los Angeles, hereinafter referred to as "County" and PCAM, LLC dba Parking Company of America, hereinafter referred to as "Contractor". PCAM, LLC dba Parking Company of America is located at 3165 Garfield Ave., Commerce, CA 90040.

RECITALS

WHEREAS, the County may contract with private businesses for Parking Facilities Management Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Parking Facilities Management Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for Parking Facilities Management Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

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

1 APPLICABLE DOCUMENTS

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

Standard Exhibits:

Exhibit A	Statement of Work and Attachments <ul style="list-style-type: none">• Attachment 1: CONTRACT DISCREPANCY REPORT (CDR)• Attachment 2: PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART• Attachment 3: WARNING – PARKING VIOLATION• Attachment 4: VETERANS SPECIAL LICENSE PLATES• Attachment 5: LOST TICKET CLAIM FORM• Attachment 6: DAILY FREE ENTRY LOG• Attachment 7: VEHICLE DAMAGE REPORT• Attachment 8: DAILY VEHICLE INVENTORY• Attachment 9: DAILY SAFETY INSPECTION LOG• Attachment 10: INCIDENT REPORT• Attachment 11: FEE WAIVER/REDUCTION EVENT LOT• Attachment 12: VACANCY COUNT• Attachment 13: PARKING FACILITY SPECIFICATION SHEETS
Exhibit B	Pricing Schedule
Exhibit C	Contractor's Proposed Schedule (Not attached
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Contractor Acknowledgement and Confidentiality Agreement
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Payroll Statement of Compliance

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No

change to this Contract will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2 DEFINITIONS

2.1 Standard Definitions

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

- 2.1.1 **Adjusted Gross Revenue:** Total revenue received from all parking transactions including but not limited to parking fees collected for daily and monthly parking, permits, parking meters, film company reservations, special events, pre-paid events and validated tickets, less City of Los Angeles taxes and value of fee waivers or reduced fee value. In the event the Board of Supervisors approves Parking Fee Waivers or Reduced Fees, the adjusted gross revenue shall include the value of approved full and partial Parking Fee Waivers, Guest Parking Fee exemptions and Veterans License Plate fee exemptions, less any applicable City of Los Angeles taxes and credit card fees.
- 2.1.2 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.3 **Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
- 2.1.4 **Contract Discrepancy Report:** A report that identifies specific problems, failures and other key performance issues in Contractor's performance that require corrective action.
- 2.1.5 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.6 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract. Point of contact for the Contract. Must be available via phone and/or e-mail 24 hours a day, seven (7) days a week. Shall designate another manager during their absence.
- 2.1.7 **County Auditor-Controller:** Auditor-Controller Department, Los Angeles County.
- 2.1.8 **County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Contract.

- 2.1.9 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the contractor.
- 2.1.10 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.
- 2.1.11 **County Project Manager:** Person designated by County's Project Director to manage the operations under this contract.
- 2.1.12 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.13 **Facilities:** Property(ies) owned and/or operated by the County of Los Angeles.
- 2.1.14 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.15 **Internal Services Department (ISD):** The County Department responsible for administration of the contract.
- 2.1.16 **ISD Parking Services Section:** Section within ISD responsible for daily operation of the contract.
- 2.1.17 **Management Fee Parking Facilities:** Facilities where the Contractor is paid a fixed monthly rate for operations and maintenance of a Parking Facility.
- 2.1.18 **Parking Facilities**
County-owned and/or County-operated facilities listed in Exhibit C, Parking Facilities Specification Sheets within areas of Los Angeles County.
- 2.1.19 **Performance Requirements Summary (PRS):** Performance standards document which identifies key performance indicators that will be evaluated by County to ensure that Contractor meets the required services under this Contract.
- 2.1.20 **Revenue Share Percentage:** Percentage of Adjusted Gross Revenue paid to the contractor by County for management and operation of specific Parking Facilities.
- 2.1.21 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.22 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.23 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing

supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

3 WORK

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

4 TERM OF CONTRACT

- 4.1** The term of this Contract will be five (5) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend this Contract term for up to two (2) additional one (1) year periods and six (6) month to month extensions, for a maximum total Contract term of seven (7) years and six (6) months. Each such extension option may be exercised at the sole discretion of the Director of ISD.
- 4.3** The County maintains a database that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

The Contractor must notify (Department) when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to (Department) at the address herein provided in Exhibit D (County's Administration).

5 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1** The Contract Sum under this contract will be the total monetary amount payable by County to Contractor for supplying all the tasks, deliverables, goods, services and other work specified under this Contract. Contractor will provide services at the rates identified in Exhibit B (Pricing Schedule).

5.2 Written Approval for Reimbursement

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the

Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

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

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

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

5.5 Invoices and Payments

- 5.5.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments must be as indicated in Exhibit B (Pricing Schedule) and the Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices must be priced in accordance with Exhibit B (Pricing Schedule).
- 5.5.3 The Contractor's invoices must contain the information set forth in Exhibit A (Statement of Work and Attachments) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor must submit two (2) copies of the monthly invoices to the County by the 8th calendar day of the month following the month of service. No invoice will be approved for payment unless Exhibit H (Payroll Statement of Compliance) is included.
- 5.5.5 All invoices under this Contract must be submitted to the following address: isdparkingrequest@isd.lacounty.gov.

5.5.6 County Approval of Invoices

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

5.5.7 Refunds and Other Payments

Contractor must provide refunds and other moneys due to County such as for overpayments, liquidated damages, or fees assessed pursuant to the PRS, and/or for any other applicable reason, within thirty (30) calendar from when demand is made for other moneys.

Contractor must remit refunds by check, payable to the County of Los Angeles, and mailed to:

Internal Services Department
1100 N Eastern Ave
Room 100, Cashier's Office
Los Angeles, CA 90063

County reserves the right to withhold payment, or to reduce payment, to satisfy an unpaid refund obligation that exceeds the thirty (30) calendar day time limit specified above. Contractor must not withhold services if payment is held or reduced. In the event payment withholding or reduction will not satisfy the refund obligation, and Contractor declines to submit a check to County for the moneys owed, County reserves the right to terminate this Contract.

5.5.8 Preference Program Enterprises – Prompt Payment Program

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

5.6 Cost of Living Adjustments (COLA's)

If requested by the Contractor, the Contract (hourly, daily, monthly, etc.) amount (for the additional option year periods identified in Paragraph 4.2) may at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the Contract anniversary date, which will be the effective date for any Cost of Living

Adjustment (COLA). However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that their labor cost will actually increase. Further, before any COLA increase will take effect and become part of this Contract, it will require a written amendment to this Contract first, that has been formally approved and executed by the parties. . To request a COLA, Contractor must submit a written request along with appropriate justification to the Contract Analyst 60 days prior to exercising the additional option year periods identified in Paragraph 4.2.

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

- 5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.7.2 The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov/> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.7.4 At any time during the duration of the 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), will decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

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

6.2 County's Project Director

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

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

6.3 County's Project Manager

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

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

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

6.4 County's Contract Project Monitor

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

6.5 County's Contract Analyst

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

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

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

7.2 Contractor's Project Manager

- 7.2.1 The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in

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

- 7.2.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

- 7.3.1 County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.
- 7.3.2 Contractor shall assign a sufficient number of employees to perform the required work as defined in Exhibit A (Statement of Work).
- 7.3.3 Contractor shall immediately remove any Contractor's staff assigned to a County Facility upon County's request

7.4 Contractor's Staff Identification

All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge, visible at all times. Contractor bears all expense of the badging.

- 7.4.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.
- 7.4.2 Contractor must notify the County within one business day when staff is terminated from working under this Contract. Contractor must retrieve and return an employee's County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.
- 7.4.3 If County requests the removal of Contractor's staff, Contractor must retrieve and return an employee's County ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's staff performing services under this Contract (i.e. parking lot attendants, front office attendant, human resources employee, etc.), who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and

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

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

Background investigations conducted by other County departments are non-transferable and will not be considered for this contract.

- 7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County

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

- 7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 Contractor must sign and adhere to the provisions of Exhibit F (Contractor Acknowledgement and Confidentiality Agreement).

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work hereunder including but not limited to, adding/deleting staff, adding/deleting Parking Facilities, installation of automated equipment, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the contractor and by Director of ISD or their designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by Director of ISD or their designee.
- 8.1.3 The Director of ISD, or their designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by the Director of ISD or their designee.
- 8.1.4 County reserves the right to add or change facilities as County deems appropriate. Such changes shall be based on the hourly rates listed in Exhibit B (Pricing Schedule), and contractor and County will negotiate a mutually agreeable price. In the event any additions or changes are

made, an Amendment shall be prepared and executed by the County's Director of ISD, or their designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

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

8.3 Authorization Warranty

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

8.4 Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal

year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Contract.

8.5 Complaints

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

8.5.1 Complaint Procedures

- Within seven (7) business days after the Contract effective date, the Contractor must provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- If the County requests changes in the Contractor's policy, the Contractor must make such changes and resubmit the plan within two (2) business days for County approval.
- If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor must submit proposed changes to the County for approval before implementation.
- The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within one (1) business days of receiving the complaint.
- When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- Copies of all written responses must be sent to the County's Project Manager within one (1) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

- 8.6.1 In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related

to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

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

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

- Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of

the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

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

8.9 Conflict of Interest

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

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

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

8.11 Consideration of Hiring GAIN-GROW Participants

- 8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work

(GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. Contractors must report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

- 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.

- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

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

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

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

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

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing

the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

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

8.17 Employment Eligibility Verification

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

8.18 Counterparts and Electronic Signatures and Representations

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

to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

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

8.19 Fair Labor Standards

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

8.20 Force Majeure

- 8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events"). Notwithstanding the foregoing, the parties agree that failures arising out of the coronavirus disease 2019 or COVID-19 will not constitute Force Majeure Events.
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

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

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

- 8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at

its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to:

County of Los Angeles
Internal Services Department, Contracting Division
1100 North Eastern Avenue
Los Angeles, CA 90063
Attention: Kathy Gomez, Contract Analyst, at:
KGomez@isd.lacounty.gov

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

8.24.3 Additional Insured Status and Scope of Coverage

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

8.24.4 Cancellation of or Changes in Insurance

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

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's

payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

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

8.25.3 **Garage Insurance** (written on ISO form CA 00 05 or its equivalent), naming County and its Agents as an additional insured, with limits of not less than the following:

A. Garage Operations – Liability Other Than Covered Autos:

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$1 million
Per Accident:	\$2 million

B. Garage Operations – Liability for Covered Autos:

Automobile Liability for all Contractor's "owned," "non-owned" and "hired" vehicles, or coverage for "any auto":
\$1,000,000 each accident

C. Garage keepers Liability:

Coverage shall apply on the Direct Primary basis, and include Comprehensive and Collision coverages, with limits no less than \$40,000 per vehicle.

8.25.4 **Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.5 Property Coverage

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

8.25.6 Crime Coverage

A Fidelity Bond or Crime Insurance policy with limits of not less than \$2,000,000 per occurrence. Such coverage must protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents must be named as an Additional Insured and Loss Payee as its interests may appear. This insurance must include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and must not contain a requirement for an arrest and/or conviction.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Department Head, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or their designee, in a written notice describing the reasons for said action.

8.26.2 If the Department Head, or their designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or their designee, deems are correctable by the Contractor over a certain time span, the Department Head, or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame.

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

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

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

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

- That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 - Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.28.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

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

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days

prior written notice thereof to the other party. The ISD, or their designee, will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

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

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

8.37 Publicity

8.37.1 The Contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the contractor from publishing its role under this Contract within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and

- During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director.

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

8.38 Record Retention and Inspection-Audit Settlement

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

8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.38.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor will promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this paragraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, must be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information must be maintained by the contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem,

and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:
 - A description of the work to be performed by the subcontractor.
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

- 8.40.8 The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to:

County of Los Angeles
Internal Services Division
Contracting Division, Contracts Section
1100 North Eastern Avenue
Los Angeles, CA 90063

Attention: Kathy Gomez, Contract Analyst, at:
KGomez@isd.lacounty.gov

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

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

8.42 Termination for Convenience

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must:
- Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as would not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this

Contract must be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

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

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

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

8.43.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

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

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to [County Code Chapter 2.206](#).

8.53 Time Off for Voting

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

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

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

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

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

8.55 Compliance with Fair Chance Employment Hiring Practices

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

8.56 Compliance with the County Policy of Equity

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

8.57 Prohibition from Participation in Future Solicitation(s)

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

8.58 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. [California Code of Regulations Title 8 Section 3203](#) requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

8.59 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for

twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

9 UNIQUE TERMS AND CONDITIONS.

9.1 Compliance with the County's Living Wage Program

9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in [Sections 2.201.010 through 2.201.100 of the Los Angeles County Code](#).

9.1.2 Payment of Living Wage Rates

- Unless the Contractor has demonstrated to the County's satisfaction either that the contractor is not an "Employer" as defined under the Program ([Section 2.201.020 of the County Code](#)) or that the contractor qualifies for an exception to the Living Wage Program ([Section 2.201.090 of the County Code](#)), the Contractor must pay its employees no less than the applicable hourly living wage rate for the employees' services provided to the County, including, without limitation, "Travel Time" as defined below.
- For purposes of this paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract and a copy of the Living Wage Program must be attached to the subcontract. "Employee" means any individual, who is an employee of the Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor, which are provided to the County under the Contract. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.
- If the Contractor is required to pay a living wage when the Contract commences, the Contractor must continue to pay a living wage for the entire term of the Contract, including any option period.
- If the Contractor is not required to pay a living wage when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exemption status" from the

living wage requirement. The Contractor must immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for the exception to the Living Wage Program. In either event, the Contractor will immediately be required to commence paying the living wage and will be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for the exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor will immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

- For purposes of the Contractor's obligation to pay its employees the applicable hourly living wage rate under this Contract, "Travel Time" will have the following two meanings, as applicable: 1) With respect to travel by an employee that is undertaken in connection with this Contract, Travel Time will mean any period during which an employee physically travels to or from a County facility if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time; and 2) With respect to travel by an employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time will mean any period during which an employee physically travels to or from, or between such County facilities if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time.

9.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor must submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports must list all of the Contractor's employees during the reporting period. The certified monitoring reports must also verify the number of hours worked and the hourly wage rate paid, for each of its employees. All certified monitoring reports must be submitted on forms provided in Exhibit H (Payroll Statement of Compliance), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor must promptly provide such information. The Contractor, through one of its

officers, must certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor's Ongoing Obligation to Report Labor Law-Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law-payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law-payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor must immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law-payroll violation or claim arising out of the Contractor's Contract with the County, but instead applies to any labor law-payroll violation or claim arising out of any of the Contractor's operations in California.

9.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County must have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

The Contractor must place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's employees are working. The Contractor must also distribute County-provided notices to each of its employees at least once per year. The Contractor must translate posters and handouts into Spanish and any other language spoken by a significant number of Contractor's employees.

9.1.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this paragraph, the County will have the rights and remedies described in this paragraph in addition to any rights and remedies provided by law or equity.

- **Remedies for Submission of Late or Incomplete Certified Monitoring Reports**

If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does

not contain all of the required information or is inaccurate or is not properly certified, any such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

1) Withholding of Payment

If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

2) Liquidated Damages

It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of one hundred dollars (\$100) per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

3) Termination

The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the

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

- **Remedies for Payment of Less Than the Required Living Wage**

If the Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- 1) **Withholding Payment**

If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- 2) **Liquidated Damages**

It is mutually understood and agreed that the Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of fifty dollars (\$50) per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

3) Termination

The Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

- **Debarment**

In the event the Contractor breaches a requirement of this paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with [Los Angeles County Code, Chapter 2.202](#), Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 Use of Full-Time Employees

The Contractor must assign and use full-time employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor will not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time employee staffing plan. If the Contractor changes its full-time employee staffing plan, the Contractor must immediately provide a copy of the new staffing plan to the County.

9.1.9 Contractor Retaliation Prohibited

The Contractor and/or its employees must not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this subparagraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

9.1.10 Contractor Standards

During the term of the Contract, the Contractor will maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor must demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

9.1.11 Neutrality in Labor Relations

The Contractor must not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction will not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

9.2 Ownership of Materials, Software and Copyright

- 9.2.1 County will be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 9.2.2 During the term of this Contract and for five (5) years thereafter, the Contractor must maintain and provide security for all of the Contractor's working papers prepared under this Contract. County will have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.2.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and must be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.2.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.2.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required

by subparagraph 9.3.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.3 Data Destruction

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

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

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

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

10 SURVIVAL

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

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


8.21	Governing Law, Jurisdiction, and Venue
8.23	Indemnification
8.24	General Provisions for all Insurance Coverage
8.25	Insurance Coverage
8.26	Liquidated Damages
8.34	Notices
8.38	Record Retention and Inspection-Audit Settlement
8.42	Termination for Convenience
8.43	Termination for Default
8.48	Validity
8.49	Waiver
8.58	Prohibition from Participation in Future Solicitation
8.59	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
9.1	Compliance with County's Living Wage Program
9.2	Ownership of Materials, Software and Copyright
9.3	Data Destruction
10	Survival

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

CONTRACTOR

PCAM, LLC dba Parking Company of America

By


Eric Chaves

Name

President

Title

1/31/25

COUNTY OF LOS ANGELES

By

Chair, Board of Supervisors

ATTEST:

EDWARD YEN

Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By

Elizabeth Friedman



03/25/2025 02:12 PM PDT

Principal Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

FOR

PARKING FACILITIES MANAGEMENT SERVICES

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SOW ATTACHMENTS

- Attachment 1: CONTRACT DISCREPANCY REPORT (CDR)
- Attachment 2: PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART
- Attachment 3: WARNING – PARKING VIOLATION
- Attachment 4: VETERANS SPECIAL LICENSE PLATES
- Attachment 5: LOST TICKET CLAIM FORM
- Attachment 6: DAILY FREE ENTRY LOG
- Attachment 7: VEHICLE DAMAGE REPORT
- Attachment 8: DAILY VEHICLE INVENTORY
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- Attachment 13: PARKING FACILITY SPECIFICATION SHEETS

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

The Contractor must provide Parking Facilities Management Services to County-owned and/or County-operated Parking Facilities listed in Exhibit B, Pricing Schedule of the Contract. The services must include all staff, supervision, supplies, reports, revenue control procedures, and accounting records to operate and maintain Parking Facilities as set forth in Attachment 13, Parking Facilities Specification Sheets, of this SOW.

2.0 DAYS/HOURS OF OPERATION

The Contractor must provide all services required by the County in accordance with the days and hours of operation identified in Attachment 13, Parking Facilities Specification Sheets, of this SOW.

2.1 Holiday Work Schedule

The Contractor may be required to provide staff, services, and/or maintenance on County and/or Court observed holidays, for Parking Facilities identified in this Contract. Parking Facilities holiday schedule, including any proposed closures, must be reviewed and approved by the County at least (3) business days prior to the observed holiday date.

2.2 Special Events

The Contractor must provide services for Special Events and programs (as determined by the County) on any day of the week, within 24 hours after County has given contractor notice of such event. If possible, the Contractor must cover such events by rescheduling employees to avoid incurring additional labor costs. The Contractor must obtain the County Project Manager's approval of applicable Special Event rate and ticket distribution no less than (1) business day prior to the Special Event.

If additional staffing is required and rescheduling of employee shifts is not possible for management fee Parking Facilities (e.g., performances held at AP 16), the County will pay for additional staffing required for said event. County must pre-approve additional staffing hours for Management Fee lots prior to date of event. Contractor is responsible for providing additional staffing (at no additional cost to the County) for facilities identified as Revenue Share on Exhibit C.

Coverage requirements will be determined by the County, event manager, and/or the Contractor.

2.3 Annual List of Events

Number of events per year, per location, vary on an annual basis. There are no guarantees as to the minimum number of events held per year at each location. Contractor is responsible for obtaining schedule of events from the County's Project Manager. County will provide the Contractor with the schedule of events as they become available.

3.0 DEFINITIONS

3.1 Adjusted Gross Revenue

Total revenue received from all parking transactions including but not limited to parking fees collected for daily and monthly parking, permits, film company reservations, special events, pre-paid events and validated tickets, less City of Los Angeles taxes and value of fee waivers or reduced fee value.

In the event the Board of Supervisors approves Parking Fee Waivers or Reduced Fees, the adjusted gross revenue shall only include the value of actual Parking Fee Waivers utilized (not to exceed the approved amount), actual Guest Parking Fee exemptions and Veterans License Plate fee exemptions, less any applicable City of Los Angeles taxes and credit card fees (utilization is subject to review and approval by the County and may be audited by the County at any time).

3.2 American Disabilities Act (ADA) Accessible Parking

Parking spaces that meet requirements under the ADA and are identified in blue and with ADA symbol marking.

3.3 Automated Facilities

Facilities that use Parking Access and Revenue Control System PARCS, the County's automated parking revenue collection and management system, which consists of automated cashiering stations that are used for payment of parking tickets, referred to as Pay-on-Foot (POF) machines.

3.3 Cashier

Person responsible for collecting parking revenue and issuing parking tickets.

3.4 Change Fund

Amount of cash each Revenue Parking Facility receives at the beginning of each day.

3.5 County's Contract Project Monitor

Person responsible to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

3.6 Contract Discrepancy Report (CDR)

A document written by the County Project Manager to identify key performance indicators of the contract that the Contractor has not met during the contract term.

3.7 County Recognized Holidays

The County Recognized Holidays are:

- New Year's Day (January 1)
- Martin Luther King's Birthday (Third Monday in January)
- Presidents Day (Third Monday in February)
- Cesar Chavez Day (Last Monday of March)
- Memorial Day (Last Monday in May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Indigenous Peoples Day (Second Monday in October)
- Veteran's Day (November 11)
- Thanksgiving holidays (Fourth Thursday and Friday in November)
- Christmas Day (December 25)

A list of the most updated County Holidays can be found here: [County-recognized holidays](#).

3.8 Credit Card

A card issued by a bank or business authorizing cardholder to pay for goods or services on credit.

3.9 Data Security Guidelines

(a) All applicable security standards and guidelines that may be published from time to time by any credit card association, the National Automated Clearing House Association, any credit card issuer, any credit card processor, including the Automated Clearing House operating rules, the most current EMV and Payment Card Industry (PCI)-Data Security Standard (DSS) and (b) all applicable County information technology and security (i) policies from time to time included in Chapter 6 of the County's Policy Manual, which can be accessed at <http://countypolicy.co.la.ca.us/> and (ii) the most recent standards from time to time published by County's Chief Information Security Officer and provided by the County Project Manager to the Contractor.

3.10 EMV

A payment method based on a technical standard for smart payment cards and for payment terminals and automated teller machines which can accept them. EMV stands for "Europay, Mastercard, and Visa".

3.11 Europay, MasterCard and Visa (EMV)

Europay, MasterCard and Visa (EMV) is a global standard for card equipped with computer chips and technology used to authenticate chip-card transactions.

3.12 Electric Vehicle Charging Station (EVCS)

An electric vehicle charging station is equipment that connects an electric vehicle (EV) to a source of electricity to recharge electric vehicle and plug-in hybrids.

3.13 Incident

Any occurrence in connection with this contract or a Parking Facility involving theft, bodily injury, property damage, or vandalism, and/or fire or law enforcement authorities.

Incidents may also include issues with a public patron, or the County's, or the Contractor's staff.

3.14 Key Security System

System of control which includes a secured location (e.g., lock box) for vehicles keys when held by the Contractor for valet parking, stacked parking, etc.

3.15 Management Fee Parking Facility

Parking Facilities which are operated and maintained for a fixed monthly rate to be paid by County to the Contractor. Some Management Fee facilities may include revenue handling.

3.16 Non-Automated Facilities

Manual facilities that are operated without an automated system.

3.17 Parking Facilities

County-owned and/or County-operated facilities listed in Attachment 13, Parking Facilities Specification Sheets, of this SOW, within areas of Los Angeles County.

3.18 PARCS

Parking Access and Revenue Control System (PARCS) is County's automated parking revenue collection and management system.

3.19 PARCS Client Portal

Central Point of Contact (POC) for the Contractor to report PARCS related incidents.

3.20 Parking Attendant

Person who services customers by directing patrons/vehicles entering/exiting Parking Facilities, performs minor maintenance/cleaning and reports problems and incidents.

3.21 Parking Rates

Schedule of parking rates (daily, weekly, monthly) approved by the County of Los Angeles' Board of Supervisors for applicable Parking Facilities.

3.22 Parking Supervisor

Person responsible for the supervision of contracted staff including but not limited to Parking Lot Attendants, Cashiers, and other staff.

3.23 Pay on Foot (POF) Station

Automated cashiering station, a part of PARCS, used for payment and validation of parking tickets at automated Parking Facilities.

- 3.24 PCI
Payment Card Industry.
- 3.25 PCI-DSS
Payment Card Industry Data Security Standard, which is updated as new security requirements are implemented.
- 3.26 Performance Requirements Summary
Identifies key performance indicators of the contract that will be evaluated by the County to ensure that contract performance standards are met by the Contractor and deduction/fees to be applied for non-compliance with the contract.
- 3.27 Pre-Pay Mode
Designated hours when patrons pay parking fees upon entry into the Parking Facility.
- 3.28 Revenue Parking Facility
Parking Facilities which generate revenue from all parking transactions including but not limited to parking fees collected from daily parking, monthly parking permits, film company reservations, Special Events, pre-paid events, and validated tickets.
- 3.29 Stack Parking (Traditional)
Parking cars bumper to bumper in parking facility by Parking Attendants.
- 3.30 Special Event
An activity that's held in a nearby area for which a parking facility is used outside of its normal business operation. All Special Events are subject to County approval.
- 3.31 Tandem Parking
Parking two or more vehicles parking in one-lined parking space.
- 3.32 Tickets
Tickets may consist of all daily, weekly, monthly passes, validations, etc.
- 3.33 Valet Attendant
Person who accepts and secures keys, parks and retrieves vehicles, and reports problems and incidents for patrons/vehicles entering/exiting Parking Facilities.
- 3.33 Valet Parking Services
A parking service provided whereby a patron leaves a vehicle at the entrance and Valet Attendant parks and retrieves the vehicle.
- 3.34 Weekly and Monthly Permits
Weekly and Monthly Permits are permits valid only for an individual lot at any parking facility where space is available and weekly and/or monthly Parking Rates are established. Weekly and Monthly Permits are valid from the first day of the week and/or month through the last day of the week and/or month.

4.0 OPERATIONAL TASKS

4.1 All Facilities

The Contractor must fulfill the following operational tasks at all Parking Facilities:

- 4.1.1 Ensure Parking Facilities, gates, doorways, and/or chains are open and/or closed/locked in accordance with the hours as identified in Attachment 13, Parking Facilities Specification Sheets, of this SOW.
- 4.1.2 Provide Parking Attendants and Cashiers (where applicable) who are onsite and available during operational hours as required in Attachment 13, Parking Facilities Specification Sheets, of this SOW. Parking Attendants must visibly screen incoming vehicles for proper parking permits, if applicable, and ensure parking procedures and designations are adhered to for reserved, designated, carpool and ADA parking spaces. Violations must be reported to ISD Parking Services within one (1) hour of violation (by telephone and/or email).
- 4.1.3 Proactively direct vehicles to ensure a smooth flow of incoming and exiting traffic, to prevent build-up on entrance/exit lanes (i.e., placing of cones, etc.).
- 4.1.4 Provide directions to alternate Parking Facilities when Parking Facility is full and/or to accommodate oversized vehicles.
- 4.1.5 Ensure vehicles do not block the entry to or exit from the Parking Facility.
- 4.1.6 Ensure all signage is properly placed.
- 4.1.7 When applicable, place "Lot Full" signs at entry and/or in a highly visible area.
- 4.1.8 Assist patrons with proper usage of POF machines, as needed.
- 4.1.9 Ensure all reserved parking spaces and EVCS are used appropriately, and all parking is contained within designated parking spaces.
- 4.1.10 Direct vehicles with appropriate ADA placards or license plates to available ADA parking spaces when requested or required.
- 4.1.11 Ensure all vehicles comply with the posted speed limit.
- 4.1.12 Issue warnings to patrons for parking regulation violations Attachment 3 (Warning – Parking Violation), of this SOW; track warnings and provide weekly log of warnings issued to the County (County may escalate and issue a citation if deemed necessary).
- 4.1.13 Conduct twice daily (morning and afternoon) vacancy counts for all Parking Facilities to Contract Program Monitor for each facility; vacancy counts must be compiled and provided to the County every Monday (or the next business day if Monday is a Holiday) for the prior week.

- 4.1.14 Maintain a daily log at each Parking Facility of all “free entries” and provide a copy of this log to the County every Monday (or the next business day if Monday is a Holiday) for the prior week.
- 4.1.15 Park or move vehicles, when determined to be necessary by ISD Parking Services, to accommodate incoming vehicles and assist patrons exiting (e.g., tandem or aisle parked vehicles).
- 4.1.16 Contact ISD Parking Services by telephone and email for prior approval to tow or move vehicles.
- 4.1.17 Post instructions for retrieval of vehicles exiting after hours of operation.

4.2 Operational Tasks for Valet Services

In addition to the operational tasks identified in Subparagraphs 4.1 and 4.2, the Contractor must provide the following tasks at lots where valet services are provided:

4.2.1 Valet Parking Services

Provide valet parking services for all scheduled performances/events and on an as-needed basis in accordance with the Parking Rates. If additional staffing is required and rescheduling of employee shifts is not possible for management fee Parking Facilities, the County will pay for additional staffing required for said event. County must pre-approve additional staffing hours for Management Fee lots prior to date of event.

Contractor is responsible for providing additional staffing (at no additional cost to the County) for facilities identified as Revenue Share on Exhibit C.

4.2.2 Key Security System

Provide and maintain a key security system to ensure auto security when the patron leaves vehicle keys with parking attendant. This system and its procedures must be subject to review and approval by the County ten (10) days prior to contract start date.

The Contractor must notify the County at least ten (10) business days in advance of any proposed modification to the approved security system and/or the system use procedures. Any proposed changes are subject to County review and approval prior to implementation.

4.3 Operational Tasks for Parking Facilities with PARCS

Contractor must ensure that existing PARCS equipment is functioning properly, including entry/exit gates, ticket supply and POF stations. If a PARCS component fails to function correctly, Contractor must advise the County of issue and request to open a ticket with PARCS vendor. Tickets must only be opened upon receiving approval from the County.

4.4 Unscheduled or Additional Work or Requests

County may require the Contractor to perform unscheduled or additional work (not listed on Attachment 13, Parking Facilities Specification Sheets, of this SOW). Examples of unscheduled or additional work may include, but not be limited to, additional power washes, power washing of stairwells, new signage, etc. Work must be performed only upon County's request and must be competitively bid by the Contractor. The Contractor must obtain three (3) written quotes from three (3) different vendors for each requested project exceeding \$1,500; all vendors must be provided the same written information, including, but not limited to, specification(s) and/or statement of work at the same time by which to provide a bid. The Contractor must incur the cost of work and submit invoice(s) to the County for reimbursement.

In the event of an emergency or when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Contractor must contact County for approval prior to beginning work and send a written estimate within one (1) business day for approval. All invoices must adhere to the terms of the contract.

All unscheduled or additional work must include the following for final acceptance, approval, and payment to be made to the Contractor:

- Written request from the County (or from the Contractor in the case of emergencies), including a written quote, and projected completion date.
- County's written approval of request and quote.
- Correct and proper invoice submitted by Contractor.
- County's confirmation of accurate and satisfactory completion of work and invoice amount.
- Contractor's invoice shall be at cost with no additional mark-ups for any Unscheduled or Additional Work or Requests.

County will pay the Contractor within 30 days of final acceptance, approval, and receipt of correct invoice. Any corrections made for unacceptable work will be at the Contractor's expense.

The County reserves the right to perform unscheduled or additional work itself or assign the work to another contractor.

5.0 REVENUE HANDLING AND INTERNAL CONTROLS

5.1 Parking Rates

The Contractor must collect parking fees daily at all Revenue Generating Parking Facilities. The Contractor must implement modifications to the Parking Rates as authorized below.

5.1.1 Guest Parking

The Board of Supervisors and Chief Executive Office (CEO) periodically provide guest parking lists for meetings, events, etc., which must be accommodated by the Contractor at the designated Parking Facility. Contractor must accommodate guest parking free of charge.

5.1.2 Parking fees

The Contractor must collect parking fees in accordance with the Parking Rates from each individual or group who occupies a parking space(s).

5.1.3 Parking Fee Waivers or Reduced Fees

The Board of Supervisors periodically approves reduced parking fees or Parking Fee Waivers at County managed Parking Facilities. The Contractor must maintain a log of all reduced fee and/or Parking Fee Waivers for previous month and provide a copy of this log on the 5th of every month, or following business day; see Attachment 11 (Fee Waiver/Reduction Event Log), of this SOW.

The Contractor must not reduce or waive parking fees unless directed by the County.

5.1.4 Veterans Special License Plates

Pursuant to County Code 15.64.446, vehicles displaying valid veterans special license plates must be exempt from the payment of parking fees at any County-owned or county-operated public parking facilities during such days and times that parking fees at such facilities are required to be deposited into a parking meter or paid directly to a parking attendant, but not where entrance or exit from the involved lot is controlled solely by an automated system. This fee exemption will not apply on weekends or holidays, other than Veterans Day, to the extent that parking fees are otherwise payable on such days. Vehicles subject to the above fee exemption will nonetheless be subject to any other restrictions pertaining to parking at the involved location. Vehicles entitled to the above exemption will be subject to any other applicable parking restrictions of the parking facility.

Reduced fees, Parking Fee Waivers, or veteran exemptions, as authorized by the County, must be documented and recorded on the Daily Activity and Revenue Report as described in Subparagraph 6.2 and the Monthly Activity and Gross Revenue Report as described in Subparagraph 6.5.

5.1.5 Weekly and Monthly Parking Rates and Weekly and Monthly Permits

The Contractor may sell weekly and monthly parking permits, valid only for an individual lot, at any Parking Facility where space is available and weekly and/or monthly Parking Rates are established. Permits are valid from the first day of the week and/or month through the last day of the week and/or month. Weekly and/or monthly Parking Rates must not be prorated. Payments for weekly and monthly parking permits must be in accordance with Subparagraph 5.2, Method of Payment.

The Contractor must collect weekly and monthly Parking Fees in full no later than the first day the permit will be used and must provide a

transaction receipt documenting each transaction to the County by the 15th of each month.

Monthly proxy cards, hangtags, and weekly permits must have a current start and end date when permit is purchased and be sequentially numbered. Said permits must also be easily distinguishable from daily parking receipts. County will store and issue all monthly permits and proxy cards to Contractor (1) one week before the start of the new month and will collect all unsold monthly permits and proxy cards on the same day. Contractor will be responsible for any lost or missing permits.

5.2 Method of Payment

All parking fees must be collected in cash or credit card. Credit cards may only be accepted at County automated facilities. Weekly and monthly Parking Rates, film company invoices, and space rentals may be paid by personal check made payable to the Contractor. The Contractor must deposit the checks in County's designated bank account by the end of the next business day. Amount must be recorded on the daily activity report.

In no event will the Contractor accept partial payment or collateral, such as, but not limited to, keys, identification, or blank checks, in lieu of payment for parking fees.

5.3 Cash Collection Devices

The Contractor must ensure that all revenue collected at each Parking Facility is stored in a locked secure device (e.g., drop box, cash drawer, cash register). Such devices must be pre-approved in writing by the County.

5.4 Collection and Deposit

The Contractor must collect all Parking fees in accordance with Subparagraph 5.2, Method of Payment. The Contractor must provide their approach/plan on how they intend to collect, account for, and deliver all Parking fees collected from each Parking Facility on a daily basis to the money room. The County has contracted directly with Treasurer & Tax Collector (TTC) to provide Armored Car Services for the pickup of cash, coin and check deposits to be deposited into the County's designated bank account. Contractor must ensure that money is picked up, secured, and prepared for pick up in the money room by the Armored Car Service daily. Information regarding pick-up times and days will be provided to the Contractor prior to the start of the Contract. Subsequent to the deposit of parking fees, the Contractor must provide a copy of the bank deposit receipt to ISD Parking Services by 4:00 PM on the following business day (electronically). Approach / plan is subject to County review and approval.

Contractor shall maintain a daily log of when pick-ups are made by the Armored Car Service. In the absence of Armored Car Services, the Contractor shall be responsible for making bank deposits in the interim.

Contractor bears all monthly costs for the armored car services associated with safeguarding and transporting cash and check deposits. The County will invoice the Contractor monthly for Armored Car Services.

5.5 Accounting and Cash Control Procedures

5.5.1 The Contractor must establish and maintain procedures for the accounting and control of cash from the time of collection to the deposit of parking fees as indicated in this section. All such accounting and cash control procedures must be submitted to the County Project Manager for approval (15) days before the contract start date.

5.5.2 Daily Cash Control - The Contractor must design, implement, and maintain a system of internal controls to account for Parking Facility and office receipts. Tickets must be printed per the County's specifications and will be subject to County approval. The system must, at a minimum, include the following at each parking facility:

5.5.2.1 A secure system for collecting and moving cash from Parking Facilities and structures to a cash-counting facility and County designated bank.

5.5.2.2 Procedures that keep collected revenue separate from the various operations or parking facilities.

5.5.2.3 Procedures that ensure separation of duties, including separating cashiers and supervisors in County parking facilities from the Contractor's office staff responsible for counting cash and reconciling cash receipts. To ensure the required separation of duties, cashiers and supervisors must not pull reports or reconcile the cash.

5.5.2.4 There will be a minimum of two (2) staff present at all times during counting and reconciling activities to ensure checks and balances; (1) staff member must be at the level of a supervisor or higher.

5.5.2.5 Contractor staff assigned to generate revenue reports must be separated from staff responsible for cash counting and deposit preparation duties to avoid forced balancing.

5.5.2.6 Record issued ticket numbers, batch numbers and total tickets sold at each County parking facility daily.

5.5.2.7 Cash out all POF's and deposit revenues daily.

5.5.2.8 Maintain daily log of all above entries.

5.5.2.9 Contractor must report all overages and shortages daily.

- 5.5.2.10 Maintain tickets in a manner consistent with industry standards and allow for independent audit verification of reports of gross receipts.
- 5.5.2.11 Cashiers must not have more than a \$100 on hand when outside the booth.
- 5.5.2.12 Cashiers must wear aprons that cover the pockets of their clothing. In no event must Cashiers put Parking Rates collected in their clothing pockets.
- 5.5.2.13 Personal cash must be kept separate from the parking fees collected.
- 5.5.2.14 The Contractor must provide the County with a monthly report on the purchase and disposition of all parking tickets and permits. Reports must indicate serial numbers of tickets assigned and sold at each Parking Facility. The County must be granted access to periodically audit inventory of used, unused, and retained tickets, transactions, receipts, and records.
- 5.5.2.15 County may audit all records at any given time without notice. All funds collected are the property of the County. Contractor is responsible for all funds collected until they are deposited into the County's bank account.

5.5.3 Pay on Foot (POF) Cash Handling

- Two (2) of the Contractor's staff members must be responsible for emptying pay stations at each automated Parking Facility; funds must be deposited into the Parking Facility's safe or locked drop box at the end of each shift. Both staff members must be present to collect, record and maintain any tape or other transaction record maintained by the POF.
- The Contractor must provide pre-loaded cassettes for POF machines; when one cassette is removed, it must be replaced with another preloaded cassette. Amount of money in pre-loaded cassettes must be based on the volume and/or needs of each facility.

5.5.4 Credit Card Handling

Credit card payment activities such as physically handling the card, inserting card into card reader(s), swiping, etc. should be performed by the customer, when possible.

When handling of customer payment cards is required (such as during valet or pre-pay modes), the Contractor must ensure that the card is visible to the customer at all times (i.e., performing card swipes, presses, etc.). This will help ensure that the Contractor's personnel cannot use external card readers or other media readers to steal identity, card and/or account information and help mitigate potential customer claims of fraud against the County.

5.5.5 Manual Mode Operation

If the automated facilities are not operational (such as when credit card processing goes down), the Contractor must be prepared to switch to manual mode operation by issuing pre-numbered, sequential, three-part parking tickets. The Contractor must lift the gates, place "cash only" signs outside the Parking Facility and notify the County Project Manager immediately via telephone and email. Additionally, the Contractor must notify all incoming parking patrons of cash only requirement.

5.5.6 Payment Card Industry (PCI) and EMV Data Handling

The County will supply the Contractor with PCI compliant equipment, systems, and networks to perform parking operations. The County will also supply the Contractor with EMV-compliant equipment, systems, and networks (County supplied equipment) to perform parking operations.

- The Contractor and its staff must use all County supplied equipment in accordance with the County provided instructions. The Contractor and its staff must not use any County supplied equipment for any other purpose other than what is required to perform work under this contract.
- The Contractor and its staff must monitor and safely keep all County supplied equipment which it has access to during the term of this Contract. The Contractor must report any actual or potential threat (i.e., broken locks) to the safety and security of any such County supplied equipment to the County Project Manager immediately upon discovery thereof.
- The Contractor, its staff or any third party must not attach or insert any equipment or other item to or into, or otherwise tamper with, any County supplied equipment. The Contractor must report tampering with any County supplied equipment to the County Project Manager immediately upon discovery thereof.
- The Contractor, its staff or any third party must not replace, modify, or remove County supplied equipment. The Contractor must report any such replacement, modification, or removal of any County supplied equipment to the County Project Manager immediately upon discovery thereof.

- The Contractor must report any abnormalities or anomalies with the functionality of any County supplied equipment to the County Project Manager immediately upon discovery thereof.
- The Contractor and its staff must adhere to County supplied processes for cash and/or credit transactions and must comply with all Data Security Guidelines that are applicable to the Contractor under this contract. Any activity by the Contractor or its staff directed toward compromising either EMV or PCI data compliance or accessing any customer credit data will be grounds for prosecution and contract termination.
- Without limiting the other confidentiality provisions of this contract, the Contractor and its staff must maintain the confidentiality and security of, and must not disclose, any County and customer data to which the Contractor has access during the term of this Contract. The Contractor and its staff must not use any such data for any other purpose other than as strictly required to perform work under this contract.
- Contractor must perform audits of PARCS on an as needed basis or upon County's request.

5.6 Parking Fee Reconciliation

The Contractor must use a designated room at The Music Center Parking Facility (AP 14) to count parking fees and reconcile revenue with car counts, tickets issued and the automated PARCS report summary, when applicable.

The Contractor must conduct at least one unscheduled cash count each quarter of the contract year at each Revenue Parking Facility. The Contractor must provide the County with copies of reconciliation sheets resulting from the unscheduled cash counts for each Parking Facility within three (3) business days after the cash count. The Contractor must notify the County Project Manager at least 3 hours' advance notice of all unscheduled cash counts/audits. The County reserves the right to attend any or all unscheduled cash counts/audits.

When discrepancies are found, the Contractor must complete an internal audit to verify findings within three (3) business days of finding the discrepancy(ies). The Contractor must recommend corrective action to be taken as a result of audit findings, which must be completed within five (5) business days and submitted to the County Project Manager for review.

5.7 Tickets and Monthly Paper Hangtags

The Contractor, at its own expense, must purchase and utilize all parking tickets for automated and manual operations (not to exceed a four (4) month on-hand supply). Tickets must be printed on recycled paper stock and delivered directly to ISD Parking Services, at the address provided in Exhibit D, County's Administration. ISD Parking Services will then issue the tickets to the Contractor for distribution to each Parking Facility. The Contractor must disburse individual series of tickets in sequential order to each Parking Facility. A record of the receipt

and issuance of sequentially numbered parking tickets must be provided to the County within one (1) business day from ticket distribution. Any ticket not accounted for must be considered missing or lost and must be accounted for accordingly in the Daily Activity and Revenue Report.

When ordering tickets and monthly paper hangtags, the Contractor must request that seller provide the County with a duplicate of the purchase requisition. The requisition must identify the beginning and ending serial numbers of tickets or monthly permits, quantity ordered, and color coding of each ticket series.

The County must approve the format of all tickets and permits prior to the sale of such items to patrons. The Contractor's web site address and contact information must be printed on the tickets and color coded as specified by the County.

5.7.1 Use of Parking Tickets

The Contractor may only sell daily tickets to the public at any Parking Facility where a Parking Rate is established and excess spaces are available, provided that County parking is not impacted.

The Contractor must use pre-numbered, sequential, three-part parking tickets if distributed manually, and/or a one-part parking ticket if generated by a PARCS ticketing dispenser. The Contractor must collect parking fees in accordance with the Parking Rates. In the event the PARCS ticketing dispenser is not available, the Contractor must use three-part manual parking tickets. When manually issuing a parking ticket, the Parking Attendants/Cashiers must place the first part of the parking ticket in the vehicle face-up on the driver side of the dashboard, and the second part on the windshield wiper after annotating the first three digits of the license plate on the back. The Parking Attendants/Cashier must return the third part of the ticket to their Parking Supervisor at the end of their shift. Any voided parking tickets (in its entirety) must be submitted to the Parking Supervisors at the end of each shift and must be included in the Daily Activity and Revenue Report.

5.7.2 Missing Tickets

The Contractor must pay the County for each missing ticket. Missing and out of sequence tickets must be reported on the Daily Activity and Revenue Report. The deduction amount specified in Attachment 2, Performance Requirements Summary (PRS), of this SOW, will be deducted for each missing ticket and tickets issued out-of-sequential order from the Contractor's invoice or revenue to be paid to the Contractor for the respective Parking Facility.

5.7.3 Lost/Unpaid Tickets

Unpaid Tickets are rereferred to as lost or outstanding tickets for which the fees have not been collected. The Contractor must report all patron lost/unpaid tickets on the Daily Activity and Revenue Report. In the event patron has a lost ticket, the Parking Attendant/Cashier must collect the maximum daily Parking Fee from the patron exiting the respective Parking Facility. In the event patron has an unpaid ticket, the Contractor must complete an Unpaid Ticket Claim Form, as specified in Attachment 5 of this SOW, and submit it with the Daily Activity and Revenue Report. The Contractor will be responsible for the cost of all lost/unpaid tickets.

5.7.4 Film Company Parking, Installation of Equipment or Requests to Rent Spaces

Film Company Parking or Installation of Equipment

All requests for filming or installing equipment on County Parking facilities must go through the CEO. The CEO will collect all applicable administrative fees and issue the approved Parking Permit.

A copy of the Contractor's lease agreement between the Contractor and the company must be provided to the ISD Parking Services one (1) week prior to the start of the contract for review and approval. Once approved by the ISD Parking Services, the Contractor may proceed with using said agreement for all requests for filming or installing on County Parking Facilities.

A copy of the lease agreement (between the filming or other company), along with a copy of the approved Parking Permit must be submitted to ISD Parking Services.

Film Company Parking, Installation of Equipment or Requests to Rent Spaces

The Contractor must reserve all parking requests to rent parking space(s) (for filming, installation of equipment or other requests to rent spaces) and must collect the applicable Parking Rates. The rate must be calculated based on the number of parking spaces rented at two (2) times the daily Parking Rate for the respective Parking Facility. This amount will then be multiplied by the number of days specified on Parking Permit or lease agreement. The Contractor's employees must record receipt of parking fees on the Daily Activity and Revenue Report. Revenue received must be submitted to ISD Parking Services no later than the 5th business day of the following month.

The Contractor must monitor the activities by being present at the respective Parking Facility on the days identified on the lease agreement. In addition, the Contractor must assign a Parking Supervisor to be present during the setup period to ensure crew vehicles

are stationed in the proper designated area(s) as outlined in the lease agreement.

During operational hours, the Contractor must ensure that ADA parking spaces are not blocked or used to accommodate requests for spaces; if, however, ADA spaces will need to be blocked, then the Contractor must ensure that alternate spaces are provided for ADA patrons.

5.7.5 Validated Tickets

Parking Attendants/Cashiers must not accept validated tickets in exchange for a new ticket to enter the Parking Facility the next day. Parking Attendants/Cashiers must turn in all validated tickets with the Daily Cashier Report.

5.8 Control of Change Fund, Keys and Cash Drop Boxes

The Contractor must control and record the issuance of Change Funds, keys to cash drawers and drop boxes by Parking Supervisors to the Parking Attendants/Cashier. The Contractor's Parking Attendant/Cashier must return Change Funds, keys, and logs to Parking Supervisors at the end of each shift.

5.9 Losses

A. Counterfeit Bills

The Contractor will be responsible for all losses resulting from the deposit of counterfeit bills and/or any illegal method of payment.

To minimize losses from counterfeit bills and/or any other form of illegal payment, the Contractor must develop controls to ensure the integrity of money collected. The method must be reviewed and approved in writing by the County (30) days prior to the Contract start date.

B. Non-Automated Facilities

The Contractor will be responsible for any losses incurred for non-automated facilities. At the sole discretion of the County, losses incurred at Automated Facilities will be reviewed on a case-by-case basis as the Contractor may not be held responsible for losses that may have been caused by a system glitch or error.

5.10 Refunds

The Contractor must provide refunds to patrons on the same day, or as otherwise authorized by the County, due to cancelled shows, validations, or law enforcement action, etc. Mass refunds issued due to reasons beyond the County's and the Contractor's control will be reviewed on a case-by-case basis to assess whether Contractor is authorized to keep revenue share in Revenue Generating Parking Facilities.

6.0 REPORTS AND LOGS

Contractor may propose their own forms in lieu of the Attachments (i.e., templates) provided in this SOW; however, all Contractor proposed forms must be reviewed and

approved by the County prior to use. All forms must be submitted electronically to the County in the form of Excel, Word, or other County approved format. Additionally, all applicable forms must be consistent throughout all Parking Facilities.

6.1 Daily Entry Log

The Contractor's Parking Attendants/Cashiers must record each free entry into the Parking Facilities by completing Attachment 6 (Daily Entry Log), of this SOW. The Parking Supervisor must review and approve the log. The log must be retained by the Contractor for audit purposes. as a reference for the County Project Manager.

6.2 Daily Activity and Revenue Report

The Contractor must electronically submit the Daily Activity and Revenue Report for all facilities by close of business of the following business day. The report must be accompanied by deposit receipts and must be prepared by the Contractor's employees (other than the Parking Attendants/Cashier and Parking Supervisors).

The report must at a minimum identify the following:

- Activity and revenue collected daily for each Parking Facility.
- Reconciliation of daily parking fees to the total amount of cash less the cash available at the beginning of the day.
- Discrepancies in such reconciliation must be identified. Should the County have questions regarding discrepancies, the Contractor must respond within 24 hours.
- The starting and ending parking ticket numbers.
- The parking fees collected from daily, monthly entries, film companies, Special Events, and pre-paid events.
- Amount collected from PARCS (e.g., POF, Handheld).
- Cash drop times and amounts.

6.3 Daily Cashiers Report

The Contractor's Parking Attendants/Cashiers must prepare a Daily Cashiers Report for each Parking Facility at the end of their shift.

The report must at a minimum identify the following:

- Starting and ending ticket for each facility and activity counter reading for each shift.
- The amount of the Change Fund received by each Parking Attendant/Cashier upon starting the shift.
- The amount of the Change Fund returned at closing and the total number of activities and tickets for the day.

The Parking Supervisor must verify the activity counter reading and last parking ticket number at closing. The report must be submitted to the Contractor's accounting staff for use in compiling the Daily Activity and Revenue Report. A copy of the Daily Cashier Report must be provided to the County with the Daily Activity and Revenue Report.

6.4 Credit Card Report

Acceptable forms of credit card payments are American Express, Discover, MasterCard, and Visa. The Contractor must deliver the PARCS generated credit card transaction report to the County for all automated facilities by close of business on the following business day, along with the Daily Activity and Revenue Report.

Note: The County will pay for transaction fees associated with the use of credit cards.

6.5 Monthly Activity and Gross Revenue Reports

The Contractor must provide the Monthly Activity and Revenue Report electronically to the County Project Manager by the 10th of each month and have a physical copy available for review upon request. Report template will be provided by the County, which must be used by the Contractor. The Report must include the following information, itemized by Parking Facility, and then totaled for all Parking Facilities:

- 6.5.1 The amount of parking fees collected during the previous month.
- 6.5.2 The parking fees collected from daily, monthly entries, film companies, Special Events, pre-paid events.
- 6.5.3 The number and type of free or exempt entries.
- 6.5.4 The number, type and amounts paid for prepaid and monthly entries.
- 6.5.5 The fees paid by validating businesses, if any.
- 6.5.6 The parking ticket series assigned to each Parking Facility and sold during the previous month.
- 6.5.7 The beginning and ending vehicle counts by the automated vehicle counters for the month.
- 6.5.8 Delinquent monthly parking fees by name, customer (specific department or venue), number of days delinquent (30 days, 60 days, etc.) and parking facility.

6.6 Incident Reports

The Contractor's must submit a written report to the County Project Manager for any incidents that occur in a Parking Facility within 24 hours of the occurrence. In the event of an incident involving risk of bodily injury or property damage, the Contractor must immediately inform the County Project Manager by telephone and email in addition to submitting a written incident report. The report must identify the date and time of the incident, the nature of the incident and the individuals and police agency involved, if any and location. The Contractor's staff observing the incident must prepare the report and the employee's Parking Supervisor must ensure reports are accurate and complete. The Contractor must submit the completed Incident Report, Attachment 10 of this SOW, to the County Project Manager by the close of business the same day the incident occurred.

- 6.6.1 Vehicle Damage Report

The Contractor must inspect all vehicles in Parking Facilities in the morning and the afternoon each day to record and report any vehicle showing physical damage. The Contractor must complete the Vehicle Damage Report, Attachment 7 of this SOW, and submit the report to ISD Parking Services before the end of the next business day.

6.7 Daily Vehicle Inventory/Vacancy Counts

The Contractor must inventory any vehicles remaining in the Parking Facilities at the beginning and end of the operational hours each day and complete the Daily Vehicle Inventory – Beginning and End of Daily Operations Report, Attachment 8 of this SOW, and submit the report to ISD Parking Services prior to the next business day.

The Contractor must complete the Vacancy Count, Attachment 12 of this SOW, for each Parking Facility. Vacancy counts must be done twice daily (morning and afternoon), unless otherwise noted.

6.8 Complaint Log/Hot Line

County has established a Complaint Hot Line (213-974-8102) for receiving complaints regarding the Parking Facilities, the Contractor's staff, or any other complaints. The Complaint Hot Line telephone number must be identified on signs located at each Parking Facility subsequent to approval by County Project Manager. The County will maintain a log containing the date of the complaint, nature of the complaint, and corrective action taken. The Contractor must provide all necessary information to County Project Manager to address and resolve all complaints received.

6.9 Utilization Reports

As needed, the Contractor must maintain and provide utilization information data based on patrons, employees, jurors, or other utilization of the Parking Facilities.

7.0 PARKING FACILITY MAINTENANCE

The Contractor must maintain and clean all Parking Facilities. Parking Facilities must be cleaned and presentable before the Parking Facility opens for the day, as well as throughout the day as needed to ensure a clean and presentable facility for patrons. The following are general descriptions of the maintenance tasks for all Parking Facilities. Frequency of maintenance tasks are identified in Attachment 13, Parking Facilities Specification Sheets, of this SOW. For major maintenance tasks identified below (e.g., power washing, striping, etc.), the County must review and approve satisfactory completion of the work performed, whether it's performed by the Contractor or sub-contracted to vendor(s). Services provided by sub-contracted vendor(s) are subject to the same quality standards as the Contractor. Contractor is ultimately responsible for the work performed by sub-contracted vendor(s).

The Contractor must perform the following tasks:

7.1 Required Maintenance

7.1.1 Parking Facility Sweeping/Cleaning

1. The Contractor must clean and keep asphalt/concrete floor surfaces, ramps, drive lanes, driveways, crosswalks and parking spaces, including adjacent drive areas within the parking facility free of trash and debris, cobwebs, weeds, oil, grease, and other stains/spills. The Contractor must meet the sweeping/cleaning requirements by using, at a minimum, the following equipment:
 - a. A vacuum sweeper/truck that suctions trash particles and debris when cleaning asphalt-surface facilities.
 - b. A power broom sweeper/truck that utilizes rotating brushes to sweep away dirt and debris build-up when cleaning concrete-surface facilities.
2. The Contractor must remove oil, grease, liquid spills, and automotive drips/leaks from Parking Facility surfaces, by using dry clean-up methods (absorbents) within one (1) hour of notification or discovery. Absorbents must be disposed of properly.

7.1.2 Parking Facility Power Washing

The Contractor must high-pressure wash and Power Scrub Parking Facilities, including parking spaces, driveways, ramps, and walkways, and maintain them free from sand and dirt accumulation. The Contractor must adhere to appropriate regulatory agency standards and all applicable laws and regulations for water run-off/reclamation when power-washing facilities.

The Contractor must meet the high-pressure washing requirements by using, at a minimum, a high power, high-pressure washer with water pressure rated at 250 degrees and 4000 PSI to remove grease and oil stains, gum, loose paint, dust, dirt, and to clean walkway steps and borders.

Contractor must submit to County power wash and/or power scrub schedule, for review and approval within 45 days of the Contract start date for the base term of this Contract; thereafter, Contractor must submit schedule for each 12-month extension period (if Contract is extended at the discretion of the County) within 30 days of executed extension. Schedules may be revised throughout the term of the Contract as requested by the County.

7.1.3 Re-Striping – the Contractor must re-stripe the entire parking lot (including already striped curbs) with County-approved, quality matching paint, modify handicap spots according to code, and stripe walkway with hash marks. Each Parking Facility must be restriped at least one time during the Contract term or as requested by County (re-striping must occur after annual power wash).

Contractor must submit to County re-striping/painting schedule, for review and approval within 45 days of the Contract start date for the base term of this Contract; thereafter, Contractor shall submit schedule for each 12-month extension period (if Contract is extended at the discretion of the County) within 30 days of executed extension. Schedules may be revised throughout the term of the Contract as requested by the County.

7.1.4 Solid Waste Collection and Removal of Debris and Litter

The Contractor is responsible for the municipal cost associated with the removal and disposal of all trash, debris, and human waste from Parking Facilities according to all applicable laws and regulations.

1. The Contractor must collect and remove all solid waste from Parking Facilities in accordance with applicable laws and regulations. Contractor must also submit any reports as required by State law.
2. The Contractor must wash or steam clean waste cans and line cans with heavy duty bags of no less than three millimeters thickness.

7.1.5 Graffiti Removal

Graffiti removal must include the following:

1. All interior and exterior surfaces of Parking Facilities, including hallways, walkways, and stairways.
2. Signs – all surfaces
3. Elevator floors, walls, doors, and tracks.
4. Rubbish containers
5. Contractor must use block-style painting when removing graffiti, which must match existing paint. Additionally, Contractor must have materials and paint in stock for graffiti and vandalism eradication.

7.1.6 Lighting

1. All areas must be properly illuminated when lighting is needed. All fixtures and pole lights must be clean, clear, and free from dust debris, and cobwebs.
2. Contractor must replace burnt out tubes, bulbs, ballast, faulty wiring, and starters within three (3) days upon discovery. Contractor is responsible for providing a lift to perform necessary work. Contractor must ensure that electrical work (beyond replacing a bulb) is performed by a licensed contractor.
3. Rope off areas or post signs while an employee is working overhead, to protect the public from walking into the work area.

4. Clean light fixtures and lenses using water, soaps, solvents, cleaning tanks and degreaser on an as needed basis and/or upon the County's request.

7.1.7 Potholes and Spalling Concrete

Contractor must repair 1/2 Inch Potholes & Spalling Concrete within 24 hours of notification or discovery and have materials in stock for repair. Request to repair potholes, cracks and spalling concrete must be submitted to the County Project Manager. County reserves the right to repair surfaces, if appropriate.

7.1.8 Cleaning of Restrooms (if available)

Contractor must clean and maintain restrooms as needed during every work shift.

1. Clean restroom fixtures.
2. Clean and refill all restroom soap and paper dispenser.
3. Spot wash restroom walls, partitions, and doors.
4. Remove/clean graffiti and vandalism.
5. Clean sink basins and all surrounding surfaces.
6. Clean restroom mirrors, kick plates, push plates.
7. Clean restroom floors with disinfectant detergent. Set up "wet floor" signs.
8. Clean and sanitize toilets, toilet seats, urinals, and waterless urinals with germicidal solution.
9. Clean base of toilet bowls and below all urinals.
10. Clean behind toilet bowls and in corners of restroom floors.
11. Empty waste containers and replace plastic bag. Wash containers inside and outside. Dust ceiling vents.
12. The Contractor must maintain daily maintenance log of each Parking Facility (as applicable).

7.1.9 Cleaning of Stairwells, Elevators, Ramps, and Escalators

1. Pick up trash and place in trash container.
2. Clean and sanitize elevators to remove unsanitary odors and conditions by cleaning floor, walls, and doors.
3. Sweep and damp mop floor surfaces. Set up "wet floor" signs.
4. Remove all standing water.

7.1.10 Furnish, Replace and Install Existing Damaged and Worn Signs.

Contractor is responsible for replacing and installing existing damaged, worn, or missing signs at contractor's expense. County, in its sole

discretion, will determine if new and/or replacement signs are needed and notify the Contractor.

7.1.11 Furnish, Replace and Install Cones/Markers

1. Furnish and install parking cones and arrows for clarity of traffic flow.
2. Contractor is responsible for replacing and installing existing damaged, worn, or missing cones/markers at contractor's expense.

7.1.12 Maintenance of Painted Surfaces including Wheel Stops, Bollards, Curbs and Pillars.

The Contractor must be responsible for:

1. Maintaining all painted surfaces including pillars, curbs, and stencils, as needed. Contractor must match existing paint and have materials and paint in stock. Contractor must also secure loose wheel stops/bollards and replace broken wheel stops/bollards and paint to match as needed.
2. Stairwells must include anti-slip Caution strips and be maintained and replaced as needed or as requested by County.

7.1.13 Maintenance of Attendant Booth/Office

1. Clean and sanitize booth or office including interior and exterior windows at every shift (and as needed) and maintain a daily log available for review by the County.
2. Sweep and damp mop floor surface.
3. Empty all waste containers.
4. Contractor must provide Pest Control Services quarterly at every booth and in all offices.

7.1.14 Inspection and Maintenance of Fire Extinguishers

1. Maintain the required number of fire extinguishers. Fire extinguishers must be serviced annually before the expiration date identified by staff licensed by the California Fire Marshal.

Inspect each fire extinguisher and protective glass case, sign, and date each maintenance tag monthly. In addition, The Contractor must maintain a monthly maintenance log on-site. Copy of completed monthly log must be maintained and available to the County for review.

7.1.15 Clean and dust all PARCS Electronic Equipment. Contractor must be responsible for cleanliness of all PARCS electronic equipment minimum once per day and as needed.

7.1.16 Maintenance, Repair and Replacement of Non-Automated Gate Arms

Contractor must repair/replace broken gate arms within 4 hours upon discovery. Contractor bears all costs associated with the maintenance,

repair, and replacement of all non-PARCS gate arms. Contractor must perform preventative maintenance and upkeep of existing non-PARCS gate arms.

7.1.17 Inspection of Facilities

Parking Supervisor must perform inspections for all Parking Facilities and must complete and maintain the Daily Safety Inspection Log, Attachment 9 of this SOW. Log must be available for review by the County as needed/upon request.

7.1.18 Clean and Dust EVCS Equipment

Contractor must be responsible for exterior cleanliness of EVCS daily. Contractor must post standard signage when EVCS stations are inoperable, issue warnings to vehicles who are utilizing EVCS beyond the 4 hour per vehicle limit, and coil-up charging cables, as needed, to prevent safety concerns.

7.2 Maintenance Reporting Requirements

- 7.2.1 The Contractor must notify the county immediately via email upon discovering the PARCS equipment is inoperable. Upon receiving the County's approval, the contractor must submit a service ticket to the PARCS Client Portal via email at service.usa@hubparking.com and [copy the County](#).

Note: The County will provide the Contractor with a list of basic solutions to troubleshoot issues prior to contacting HUB. In the event of an emergency, or after HUB's business hours, on weekends or on Holiday's, Contractor must call the number above to report issue to initiate an immediate response from HUB (County approval must be obtained prior to opening a Service Ticket).

For all non-PARCS County equipment, the Contractor must verbally notify the County Project Manager immediately and via email within 24 hours upon discovery.

- 7.2.2 The Contractor must verbally notify the County Project Manager immediately, and in writing via email within 24 hours upon discovering a water leak or a faulty sprinkler system.

8.0 ACCEPTANCE AND MODIFICATION OF FACILITIES AND SERVICE AREA

8.1 Contractor's Acceptance of Facilities

The Contractor acknowledges personal inspection and evaluation of the Parking Facilities, improvements and fixtures and the extent to which their physical condition will affect its performance of the Contract work. The Contractor accepts the Parking Facilities in their present physical condition and agrees to make no

demands of the County for any changes to be made before or after commencement of the Contract term.

8.2 Modification of Parking Facilities by Contractor

The Contractor must not make any changes, modifications, alterations, or improvements to any County facility without prior written approval from the County Project Manager. The Contractor, at the Contractor's expense, must immediately restore modifications not previously approved by the County to its original condition. The Contractor's failure to restore the facility will result in restoration by the County at the Contractor's expense.

8.3 Modification of Parking Facilities by County

Notwithstanding any other provision of the Contract, the County, in the sole discretion, may at its own cost modify the size, configuration or capacity of any Parking Facilities at any time upon 30 days' written notice to the Contractor identifying the nature of the modification.

9.0 RESPONSIBILITIES

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

COUNTY

9.1 Electronic Control Equipment

The County will have the right to purchase and install PARCS equipment during the term of this Contract. If new equipment changes the Contractor's staffing role and responsibility, then the County will negotiate such staffing and rates in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Subparagraph 8.1 Amendments.

Where available, the Contractor must utilize all County owned PARCS hardware, software and other related equipment including, but not limited to: computers, printers, monitors, cameras, data and electrical conduit and connections.

9.1.1 Contractor Responsibilities for Future Business Needs, Maintenance, and Repairs: If the County proceed with the purchase of new PARCS equipment, the Contractor shall understand and acknowledge that their involvement may extend beyond the initial terms of this Contract. The Contractor shall be prepared to consult and actively participate in future business needs that may arise in relation to the purchase of said equipment (i.e., advise on best-in-class equipment that meets the operational needs of the County). Furthermore, the Contractor shall be responsible for managing and providing necessary maintenance and repairs to ensure the continued functionality and optimal performance of the newly installed equipment. This responsibility encompasses periodic inspections, servicing, and addressing any operational issues that may occur during the term of this Contract. The

contractor shall be readily available to address any queries or concerns related to the equipment's operation and performance.

9.2 Furnished Items

- 9.2.1 The County will provide the Contractor with a list of County-owned equipment for use during the contract term. County will provide equipment list (for each Parking Facility) 30 days prior to contract start date. The equipment list will be updated each January during the Contract term.
- 9.2.2 The County will provide and pay for utilities, such as natural gas, electricity, and water, consumed under the operations of the Parking Facilities. The County will not be liable for damage or losses that occur by reason of defect or impairment of any utility system, water system, air conditioning apparatus or electrical wires that serve the Parking Facilities. The Contractor will be liable for material waste of utilities caused by the negligent or intentional acts of its employees. The use of microwaves, toaster ovens, televisions, heaters, etc. by the Contractor and its staff in County provided facilities is prohibited, unless previously approved by the County.
- 9.2.3 The County will furnish the Contractor with an Emergency Contact List.

CONTRACTOR

9.3 Staffing Plan

Staffing plan must be submitted to the County Project Manager no later than five (5) business days prior to the contract start date for review and approval. The Staffing Plan must be compiled for each Parking Facility and must include the full name and working hours of each employee assigned to each Parking Facility.

Contractor must notify the County Project Manager within 24 hours of the change.

The Contractor must ensure that all parking facilities are properly staffed at all times, including during breaks, lunches, and when operations are impacted by equipment failure. Parking Facilities must not be left unattended for any reason at any time.

9.4 Staffing

A. Contract Personnel

- 1. The Contractor must provide staffing in accordance with the County approved staffing plan. Failure to provide staff in accordance with the County approved staffing plan will be subject to a CDR.

Note: Contractor will be liable for all County incurred costs associated with fulfilling any unmet staffing needs.

- 2. The Contractor must ensure a Parking Supervisor is available during operational hours. One Parking Supervisor will be responsible for

overseeing 3 parking facilities per shift as specified on Attachment 13, Parking Facilities Specification Sheets, of this SOW.

Note: On-site Supervisors required at some facilities will not fulfill the supervisors needed during operational hours for other facilities. Refer to Attachment 13, Parking Facilities Specification Sheets, of this SOW for supervisor coverage requirements.

3. Personnel employed by the Contractor and assigned to perform Contract work in the Parking Facilities must be at their assigned worksite(s) during the hours of operation. Contractor must ensure sufficient staffing is available and ready to deploy in the event of an employee's illness, no show to their assignment, an emergency necessitating an employee's absence, or to meet additional staffing needs as required by the County. The Contractor must provide replacement personnel within 30 minutes to maintain the required staffing schedule.
4. All of the Contractor's personnel must be able to effectively communicate with the County and the general public in English, both orally and in writing.
5. The Contractor's personnel must be at least eighteen (18) years of age.
6. The Contractor's personnel must be trained to render a high degree of courteous and efficient service. Contractor is responsible for the conduct, demeanor, and appearance of its employees.
7. The Contractor's personnel must not bring visitors, any form of weapons, contraband, alcohol, drugs, headphones, audio/visual or print media to the workplace.
8. The Contractor's personnel may use cell phones only in the event of an emergency.
9. The Contractor's personnel must not be under the influence of alcohol or drugs; and must conduct themselves in a reasonable and professional manner at all times.
10. At the County's request, the Contractor must remove (from the contract in its entirety) any employee who is performing in an unsatisfactory manner. The County will not be required to state the reason or otherwise justify its request. The Contractor must provide a temporary replacement within (1) hour and an acceptable permanent replacement within one (1) business day.
11. Contractor's personnel who may operate vehicles in the course of their duties must have a current and valid California Driver's License.
12. The Contractor must provide the County with a Department of Motor Vehicle (DMV) Driving Record printout for all personnel who may

operate vehicles in the course of their duties under this contract within three (3) business days after the contract start date. Thereafter, the Contractor must provide a DMV Driving Record Report for 50% of its employees annually on the contract anniversary date. DMV report must be at the expense of the Contractor. County may at its sole discretion require the removal of the Contractor's personnel (from the contract(s)) based solely on the findings of the DMV report.

13. Personnel removed from the County Contract(s) cannot be relocated to another County facility/location unless otherwise approved by the County.
14. The Contractor must ensure that its personnel exercise care to prevent injury to themselves, patrons, and property.
15. The Contractor must provide and require every on-duty employee (includes Parking Lot Attendants, Cashiers, and Customer Assistance employees) to wear a uniform and a County issued photo identification badge. Uniforms must consist of shirt, pants, jackets, and shoes (open toe and flip flop style sandals are not acceptable).

Uniform must not be covered by outer garments that are not part of the uniform and photo identification badge must be visible at all times (i.e., worn outside of uniform outerwear).

County will review and approve uniforms prior to Contract start date and any time a change is requested during the term of the Contract.

B. Valet Attendants

Valet attendants must wear a different colored uniform to be easily identifiable.

Uniforms must consist of shirt, pants, jacket, and shoes (open toe or flip flop style sandals are not acceptable).

County will review and approve uniforms prior to contract start date and any time a change is requested during the term of the Contract.

C. Parking Supervisors

The Contractor must provide Parking Supervisors as identified in the Parking Facility Specification Sheets as set forth in Attachment 13 of this SOW. Supervisors must be on site during the operating hours of all Parking Facilities (refer to Facility Specification Sheet for on-site requirements). Parking Supervisors must be trained and knowledgeable in all aspects of County's Parking Facilities operations. The Contractor must provide a list of its Parking Supervisors, including their cell phone number, email address, and which facility they're responsible for. The list must be provided to the County (5) days before the start of the Contract and any time there is a change thereafter.

1. Parking Supervisors must perform inspections, answer questions, resolve problems, respond to emergencies, verify cash counts, approve reports, and ensure that the Parking Attendants/Cashiers follow the procedures required by the contract. Inspection reports must be submitted to the County daily. Periodically, the County may request for revisions to be made to the Contractor's inspection reports to ensure that the Contractor's inspections are consistent with the Contract requirements.

Additional requirements of Parking Supervisors include:

- Lowering or raising parking lot spikes, upon request of the County Project Manager.
- Meeting with the filming location managers to count parking spaces for filming and special events.

D. Parking Attendants

Parking attendants' duties include collecting parking fees, providing ambassador services to assist customers and assist with traffic flow. The Contractor's parking attendants must be fully capable of communicating in English with County employees and the public so as to be understood and to be able to provide information regarding Parking Facilities.

E. Contract Program Manager

Manager must have the authority to make decisions on as-needed basis.

9.5 Parking Facility Rules and Procedures

The County may provide Parking Facility rules, policies and/or procedures that must be adhered to by the Contractor. Rules, policies and/or procedures must be posted at each booth/kiosk and must be updated on an as needed basis.

9.6 Training

The Contractor must provide its personnel with ongoing safety, customer service, and PARCS training. The Contractor's personnel must be trained in their assigned tasks to ensure they clearly understand their duties, responsibilities, and safe handling of equipment. All equipment must be checked daily for safety. All contractor personnel must work according to California Occupational Safety and Health Administration (OSHA) standards.

9.7 Contractor's Office

The Contractor must provide an office in the County of Los Angeles with a landline telephone in the company's name where the Contractor conducts business. The office must be staffed during the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, by at least one (1) employee. Employees must clearly communicate in English both orally and in writing to respond to inquiries and complaints received regarding the Contractor's performance of the contract. When the office is closed

or in the event of an emergency, the Contractor's Project Manager must be available via phone or e-mail.

9.7.1 Automated Facilities

The Contractor must provide customer service assistance for all automated facilities. In addition, intercom line must be available to patrons needing assistance.

9.7.2 Non-Automated Facilities

The Contractor must staff the office during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. When the office is closed, or in the event of an emergency, the Contractor's Project Manager must be available via phone or e-mail.

9.8 Equipment

9.8.1 At its own expense, the Contractor must furnish and maintain fire extinguishers, flares, flashlights, flashlight batteries, radios, cones, and first-aid kits approved by the County Project Manager in each Parking Facility.

Note: All fire extinguishers must be properly maintained by the Contractor in accordance with applicable maintenance laws and/or requirements.

9.8.2 At its own expense, the Contractor may supplement the County's existing equipment, security gates, and perimeter fencing/cable barriers by providing any additional equipment that is required for improved operations at the Contractor's expense provided, however, that County must approve any new equipment being proposed to be installed by the Contractor.

9.8.3 Any equipment provided by the County is limited to be used with care as designed. The Contractor will be held responsible for costs of any repair or replacement that results from misuse or neglect.

9.9 Signs

The Contractor must furnish signs for all Parking Facilities, informing the public of the Parking Rates and the name and telephone number of the Contractor. The signs must be posted at the entrance of each Parking Facility and any other necessary location. All signs must be reviewed and approved by the County prior to being printed and posted. At its own expense, Contractor must replace old, worn-out, outdated signs as needed.

9.10 Telephone Service

The Contractor must, at its own expense, provide wireless communications at all Parking Facilities to communicate with the Parking Attendants/Cashiers and must provide its staff with a list of telephone numbers for emergency services for Parking

Supervisors. The Contractor must allow the County reasonable use of the telephone equipment in the course of the County Project Manager's duties.

9.11 Data Lines

The Contractor must, at its own expense, install data lines at the respective Parking Facilities below to have the ability to send and receive emails (e.g., guest parking, fee waivers, etc.). Contractor must conduct its own assessment of Parking Facilities and advise the County within 30 days of the start of the Contract if the installation of data lines is not feasible at any of the Parking Facilities listed below.

- Parking Facility Numbers: 10, 12, 26, 29, 45, 46, 58 (when it re-opens), and 75A.

9.12 Emergency Call Instructions

Procedures for informing employees of whom to contact and what to do in the event of emergency must be posted in each cashier booth located at all Parking Facilities and Contractor offices.

9.13 Regulatory Permits/Certifications

The Contractor must be responsible for acquisition and payment of all facilities licenses, permits, and other regulatory certifications (e.g., business license) necessary to provide services pursuant to this contract. All licenses, permits and regulatory certifications must be valid throughout the term of the contract. All permits and certifications are subject to verification.

9.14 Meetings

The Contractor must attend monthly Music Center and Grand Park meetings. In addition, the Contractor may also be required to attend unscheduled and/or last-minute meetings that may be held for Special Events.

It is the Contractor's responsibility to notify the County of all meetings they are scheduled to attend for County-related projects (e.g., for Special Events, standard monthly meetings, etc.).

Additionally, the Contractor is required to attend scheduled bi-weekly meetings and any emergency meetings as scheduled by the County Project Manager.

9.15 Safety

Contractor must maintain the work sites free of hazards to persons and property resulting from its operations. Any hazardous conditions noted by the Contractor must be immediately corrected. If the responsibility for causing correction does not fall to the Contractor pursuant to the Agreement, Contractor must immediately report the condition to Parking Services.

Perform all work in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL-OSHA.

9.16 Transition Requirements.

Upon written notification from County, the incumbent Contractor is required to provide phase-in, phase-out services for up to sixty (60) calendar days after the Contract expires or is terminated. After notification from the County, Contractor is required to:

- Cooperate in good faith with County in determining the nature and extent of the services, including the development of a mutually acceptable transition plan.
- Provide sufficient, experienced personnel during the transition period to ensure that all services called for by the Contract are maintained at the specified level of contract performance.
- Cooperate with County in allowing as many personnel as practical to remain on the job to enhance the continuity and consistency of the services called for by the contract.

The County is required to reimburse the incumbent contractor for all reasonable transition costs.

10.0 ADDITION/DELETIONS/MODIFICATIONS OF PARKING FACILITIES, STAFFING, SPECIFIC TASKS AND/OR WORK HOURS

The County reserves the right to add/delete/modify Parking Facilities, adjust the quantity of Parking Facilities, change the staffing requirements and/or operating hours of Parking Facilities during the Contract term. All changes will be made in accordance with Paragraph 8.0, Standard Terms and Conditions, Subparagraph 8.1 Amendments, of the Contract.

11.0 CONTRACTOR'S QUALITY CONTROL PLAN

The Contractor must establish, maintain, and utilize a comprehensive written Quality Control Plan to assure the County a consistently high level of service throughout the term of the contract.

- 11.1** Method of monitoring and frequency to ensure that contract requirements are being met.
- 11.2** A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, must be provided to the County upon request.
- 11.3** Methods for continuing to ensure services to the County in the event of a strike by the Contractor's employees.
- 11.4** Method of resolving problems or complaints from the time it was received to the time it was resolved.

- 11.5** Process used from the time a formal complaint or CDR was received to the time it was resolved and completed.

12.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this contract using the quality assurance procedures as defined in this Contract, Paragraph 8.0, Standard Terms and Conditions, Paragraph 8.15, County's Quality Assurance Plan.

Monthly Meetings

Contractor is required to attend a scheduled monthly meeting. Failure to attend will cause an assessment of one hundred dollars (\$100.00).

12.1 Contract Discrepancy Report (Attachment 1)

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

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

12.2 County Observations

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

13.0 PERFORMANCE REQUIREMENTS SUMMARY

All listing of services used in the Performance Requirements Summary (PRS) Chart, Attachment 2, are intended to be consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the contract and the SOW. In any case of apparent inconsistency between services as stated in the contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor.

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

- 13.1** Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- 13.2** Reduce payment to the Contractor by the amount identified as the assessment fee in the PRS.
- 13.3** Failure of the Contractor within ten (10) days to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified will constitute authorization for the County to have the services performed by others. The entire cost of such work performed by others resulting from the Contractor's failure to perform said services, as determined by the County, must be credited to the County on the Contractor's future invoice.

This section does not preclude the County's right to terminate the contract upon ten days written notice with or without cause, as provide for in the Contract, Paragraph 8.0, Standard Terms and Conditions, Subparagraph 8.42, Termination for Convenience.

14.0 GREEN INITIATIVES

- 14.1** The Contractor must use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 14.2** The Contractor must notify the County's Project Manager of the Contractor's new green initiatives prior to the contract commencement.

15.0 DELIVERABLES

The Contractor must provide all deliverables in written hard copy unless otherwise approved by County in accordance with the below matrix:

DELIVERABLE	SECTION	DUE DATE
Bank Deposit Receipt	5.4	Next business day by 4 pm
Accounting and Cash Control Procedures	5.5.1	15 business days prior to contract start date
Parking Fee Reconciliation	5.6	5 business days after cash count/audit conducted
Daily Activity & Revenue Report	6.2	Daily (M-F) next business day by COB
Monthly Activity and Gross Revenue Report	6.5	10 th of each month for the previous month
Incident Report	6.6	Within 24 hours of incident

Parking Vehicle Damage Report	6.6.1	End of next business day
Daily Vehicle Inventory	6.7	End of business day
Starting Staffing Plan	9.3	5 business days prior to the contract start
Additional Staffing Changes	9.3	3 days prior to any staffing changes during the contract term
DMV Driving Record Printout for employees who may operate vehicles	9.4.A.12	3 business days after contract start date
DMV Driving Record Printout for 50% of employees who may operate vehicles	9.4.A.12	Annually on contract anniversary

**CONTRACT ADMINISTRATION DIVISION
PARKING SERVICES SECTION**

CONTRACT DISCREPANCY REPORT

Parking Facility Location: _____ Today's Date: _____

Contractor: _____ Contract Monitor: _____

Date of Discrepancy: _____ Arrival Time: _____

Time of Discrepancy: _____ Departure Time: _____

Contract/SOW Paragraph Number and Description: _____

PRS Chart Number/Description (if applies): _____

Description of Discrepancy: _____

Monitor Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

County Project Manager Signature: _____ Date: _____

DATE TRANSMITTED TO CONTRACTOR: _____ VIA: ☐ FAX ☐ E-MAIL ☐ MAIL

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative Date

COUNTY ACTIONS: _____

DATE CONTRACTOR WAS NOTIFIED OF ACTION: _____ VIA: ☐ FAX ☐ E-MAIL ☐ MAIL

Key to Performance Requirements Summary:

Column 1: Contract or Statement of Work Section reference

Column 2: Description of the performance required to satisfy the Contract.

Column 3: How the Contractor's performance may be monitored by the Contract Project Monitor.

Column 4: Description of allowable deviation from Performance Standard.

Column 5: The amount that may be assessed per Discrepancy Report unless a per hour, per day or other measure of damages is specified.

1 SOW/CONTRACT SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 LIQUIDATED DAMAGES
SOW SECTION 4.0, OPERATIONAL TASKS				
SOW 4.1.1	Ensure Parking Facilities open/close procedures per Parking Facility Specification Sheets.	Observation	None	\$300 per Parking Facility not opened/closed per specification sheet.
SOW 4.1.2	Vehicles in Parking Facilities have proper parking permits.	Observation	None	\$150 for each vehicle in Parking Facility without proper parking permits.
SOW 4.1.16	Contacting ISD Parking Services prior to towing or moving.	County notification	None	\$100 for each occurrence when ISD Parking Services is not notified.
SOW 4.2.1	Provide valet services for all performances on an as needed basis according to the Parking Rate Schedule.	Observation and/or County knowledge of valet services not provided	None	\$150 for each performance not providing valet services.

SOW 4.2.2	Provide and use key security system.	Observation	None	\$150 per individual occurrence where keys are not in key security system.
SOW SECTION 5.0, REVENUE HANDLING AND INTERNAL CONTROLS				
SOW 5.1.2	Collect Parking Fees according to the Parking Rate Schedule.	Observation and Reports	None	\$150 for each occurrence of incorrect fee collected or no ticket issued.
SOW 5.1.3	Collect Board-approved Parking Fee Waivers or Reduced Fees.	Observation and Reports	None	\$100 for each occurrence of reduction of parking fee granted without ISD Parking Services approval or waiver not appropriately granted.
SOW 5.1.5	Sell weekly and monthly parking permits and issue receipts.	Observation and Reports	None	\$150 per occurrence of an incorrect Parking Fee collected or no Parking Fee reported to County.
SOW 5.2	Collect all fees in cash for nonautomated parking facilities.	Observation and Reports	None	\$150 per transaction when cash is not collected for nonautomated parking facilities.

SOW 5.2 & 5.4	Collect fees in accordance with the Parking Rate Schedule and deposit fees into designated bank account by 3:00 p.m. the following business day, with a receipt to ISD Parking Services by 4:00 p.m. the following business day.	Review of records	None	\$1,000 for each day fees are not deposited in designated bank account by noon the following business day.
SOW 5.5.2.11	Cashiers must not have more than \$100 on hand when outside the booth.	Observation and Reports	None	\$100 for each occurrence of cashiers observed with more than \$100 on hand outside of the booth.
SOW 5.6	Conduct unscheduled cash counts each quarter and provide County with reconciliation sheet within three (3) business days of count.	Report tracking	None	\$100 per day, each day report is late.
SOW 5.7	Purchase parking tickets and deliver to ISD Parking Services.	Observation	None	\$75 per ticket not purchased and delivered accordingly.
SOW 5.7	Record the receipt and issuance of sequentially numbered parking tickets within one (1) business day from distribution to Parking Facilities.	Observation	None	\$100 per day, per Parking Facility each day receipt of tickets was not provided.
SOW 5.7.1	Contractor must use prenumbered, sequential, three-part parking tickets (if distributed manually) or one-part parking ticket generated by Parking Access & Revenue Control System.	Review or records; observation	None	\$150 when Contractor fails to use correct ticket series or fails to distribute ticket parts correctly.

SOW 5.7.2	Report missing tickets and out of sequence tickets issued on Daily Activity and Revenue Report.	Review of Daily Activity & Rev report	None	\$100 per missing ticket and out of sequence tickets issued on Daily Activity & Revenue report.
SOW 5.7.3	Report lost/unpaid tickets on Daily Activity and Revenue Report and collect maximum daily Parking Fee from patron.	Review of Daily Activity & Rev report	None	\$150 per lost ticket on Daily Activity & Revenue report.
SOW SECTION 6.0, REPORTS AND LOGS				
SOW 6.0	Provides accurate reports in accordance with dates identified.	Report receipt & reconciliation	None	\$100 per day report is late and/or \$50 per incorrect report.
SOW SECTION 7.0, PARKING FACILITY MAINTENANCE				
SOW 7.0	The Contractor must adhere to all maintenance tasks listed in Section 7.0 (entirely) and the Facilities Specification Sheets.	Observation	None	\$150 per day per Parking Facility with outstanding maintenance task(s) not completed.
SOW SECTION 9.0, RESPONSIBILITIES				
SOW 9.3	Contractor must notify the County Project Manager within 24 hours of the change.	Observation	None	\$500 per occurrence
SOW 9.4	Contractor's personnel must meet the requirements listed in Section 9.4 (entirely).	Observation	None	\$150 per day per Parking Facility for each infraction.

SOW 9.8	Contractor must provide and maintain all equipment identified in SOW.	Observation	None	\$100 per occurrence for each Parking Facility with incomplete equipment.
SOW 9.9	Furnish permanent Parking Facility signs identifying facility number, fees, Contractor's name and ISD Parking Services complaint line. All signs must be approved by CPM.	Observation	None	\$150 per sign missing.
SOW 11.0	Contractor must be in compliance with and maintain a current quality control plan.	Review of records; observation	None	\$150 for each day Contractor not in compliance with plan or plan is outdated.
SOW SECTION 12.0, QUALITY ASSURANCE PLAN				
SOW 9.14 and 12.0	Contractor must attend scheduled monthly meetings or as needed meeting with ISD Parking Services.	Attendance	10 minutes or phone notification of late arrival	\$100 per missed meeting.
CONTRACT SECTION				
Contract 5.5.4	Submit two (2) copies of invoice and required reports by the 8 th calendar day of the month following month of service.	Review of invoices and reports	None	\$150 per day, per invoice when late.
Contract 7.3	Contractor requests/receives County approval before making staff changes.	Inspection and observation	None	\$100 per staff change made without prior approval by the County.
Contract 7.4	All employees must wear identification badges.	Inspection and observation	None	\$100 per employee not wearing a badge during 1 st violation.

Contract 7.5	All Contractor's staff must undergo a background investigation prior to working on the County Contract.	Report on File	None	\$150 per employee per day working on the County Contract without successfully completing a background investigation check.
Contract 8.24.2	Contractor must report all incidents, claims or suits to the County within 24 hours of occurrence.	County knowledge of incident or occurrence	None	\$200 per failure to report and submit complete incident reports, claim, or suit.

WARNING

PARKING VIOLATION

22761

YOU ARE ILLEGALLY OR IMPROPERLY PARKED FOR ONE OR MORE OF THE FOLLOWING REASONS AND ARE SUBJECT TO BEING TOWED AWAY AT YOUR EXPENSE.

- ☐ No Proof of payment
- ☐ Improperly Parked _____
- _____
- ☐ Parked in a "No Parking" zone
- ☐ Parked in disabled Persons' Space (Without I.D.)
- ☐ Parked in Reserved Parking Area
- ☐ Blocking entrance to building or driveway (Fire Department Regulation)
- ☐ Vehicle Not in Acceptable Condition
- ☐ Other Message _____
- _____
- ☐ _____

L.A. COUNTY HAS RECORDED YOUR LICENSE PLATE

☐ THIS VEHICLE WILL BE TOWED ON: Day _____
Date _____ Time _____

A copy of this notice is on file. We urge you to conform to our parking rules to avoid future inconvenience and expense to yourself.

Date _____ Time _____ By _____

Location _____

MAKE	
MODEL	COLOR
LIC NO.	STATE YR
OTHER ID	
TOWED BY	DATE TOWED

Veterans Special License Plates

Los Angeles County Code 15.64.446

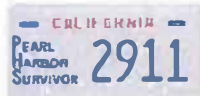
County-owned or operated parking facilities – Fee Exemption for vehicles with veterans special license plates

Notwithstanding any other provision of this code, vehicles displaying valid veterans special license plates issued pursuant to the provisions of California Vehicle Code sections 5007(a)(2) (disabled veteran), 5101.3 (Pearl Harbor survivor), 5101.4 (Medal of Honor and Distinguished Service Cross), 5101.5 (former American prisoner of war), 5101.6 (Congressional Medal of Honor), or 5101.8 (Purple Heart recipient) shall be exempt from the payment of parking fees at any county-owned or county-operated public parking lots during such days and times that parking fees at such lots are required to be deposited into a parking meter or paid directly to a parking attendant, but not where entrance or exit from the involved lot is controlled solely by an automated system. This fee exemption shall not apply on weekends or holidays, other than Veterans Day, to the extent that parking fees are otherwise payable on such days. Vehicles subject to the above fee exemption shall nonetheless be subject to any other restrictions pertaining to parking at the involved location. (Ord. 2007-0071 § 1, 2007.)

5007(a)(2) (Disabled Veteran)



5101.3 (Pearl Harbor Survivor)



5101.4 (Medal of Honor and Distinguished Service Cross)



5105.5 (Former American Prisoner of War)



5101.6 (Congressional Medal of Honor)



5108.8 (Purple Heart Recipient)



Lost Ticket Claim Form

Date:

Contractor Name:

Auto Park Number:

Patron Name:

Vehicle Make/Model:

Vehicle License Plate Number:

Driver's License Number:

Replacement Ticket Number:

Signature:

DAILY FREE ENTRY LOG

LOCATION: _____

DAY: _____

DATE: _____

ATTENDANT: _____ SUPERVISOR: _____

	PATRON/EMPLOYEE NAME	ORGANIZATION	EMPLOYEE# (IF APPLICABLE)	PATRON/EMPLOYEE SIGNATURE	VEHICLE LICENSE PLATE#/ COUNTY VEHICLE#	PHONE#	JUSTIFICATION
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

VEHICLE DAMAGE REPORT

Parking Facility Number: _____

Date: _____ **Time:** _____

License Plate Number	Make of Vehicle	Model of Vehicle	Location of Vehicle in Parking Facility	Notable Damage

Completed by: _____
(Name and Title)

DAILY VEHICLE INVENTORY – BEGINNING AND END OF DAILY OPERATIONS

Parking Facility Number: _____

Date: _____ Time: _____ AM/PM (Circle)

License Plate Number	Make of Vehicle	Model of Vehicle	Comments

Completed by: _____

(Name and Title)

Page __ of __

LOT#: _____

DAILY SAFETY INSPECTION

DATE	LOT SWEPT	OIL SPOT REMOVED	STAIRWELLS CLEANED	TRASH EMPTIED	SIGNS CLEANED	WEATHER	LIGHTS	OTHER	COMPLETED BY:

COMMENTS: _____

INSPECTED BY: _____

ISD Parking Services – Contractor’s Incident Report

Date of Report:	Date of Incident:	Time of Incident:	
Name and Position of Person Completing Report:			
LOCATION:			
Parking Lot Number:	Parking Level (if applicable):	Parking Space Number (if applicable):	
PERSONS INVOLVED:			
Person 1			
Name:	Sex: M <input type="checkbox"/> F <input type="checkbox"/>	County Employee: Y <input type="checkbox"/> N <input type="checkbox"/>	Phone No.:
Vehicle Make & Model:		Color of Vehicle:	License Plate Number:
Name & Phone Number of Insurance Company:			Policy Number:
Person 2			
Name:	Sex: M <input type="checkbox"/> F <input type="checkbox"/>	County Employee: Y <input type="checkbox"/> N <input type="checkbox"/>	Phone No.:
Vehicle Make & Model:		Color of Vehicle:	License Plate Number:
Name & Phone Number of Insurance Company:			Policy Number:
Please include separate sheet, if additional space is required.			
Damages/Injuries:			
Damages: Y <input type="checkbox"/> N <input type="checkbox"/>	Police Report Completed: Y <input type="checkbox"/> N <input type="checkbox"/>		Law Enforcement Agency:
Injury: Y <input type="checkbox"/> N <input type="checkbox"/>	Type of Injury:		Medical Attention Required: Y <input type="checkbox"/> N <input type="checkbox"/>
Description of Incident:			

Attachment 10

- ❖ Please notify ISD Parking Services immediately at 213-974-9505.
- ❖ E-mail report and pictures to ISD Parking Services at ISDParkingRequest@isd.lacounty.gov

Parking Fee Waiver/Reduction Event Log
Month Year

[illegible]

ISD

PARKING SERVICES SECTION

Auto Park Vacancy Counts

	Public	Other	Employee		Public	Other	Employee
Date	10:00AM	10:00am	10:00am		1:30pm	1:30pm	1:30pm
Spaces							
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							
Daily Average							
Vacancy %							

Month:

Name of Contractor Staff

Auto Park:

ATTACHMENT 12

RFP Appendix B - SOW Exhibits

Parking Facilities Management Services

Los Angeles County Parking Facility # 1

LA General Hospital
 2051 Marengo St.
 Los Angeles, CA 90033

Days & Hours of Operations

Monday thru Friday 6:00 AM-5:00 PM

Sufficient Coverage During Hours of Operations**Attendants**

Valet 1	6a-2:30p		Valet 13	7a-3:30p
Valet 2	6a-2:30p		Valet 14	7a-3:30p
Valet 3	6a-2:30p		Valet 15	8a-4:30p
Valet 4	6a-2:30p		Valet 16	8a-4:30p
Valet 5	6a-2:30p		Valet 17	8a-4:30p
Valet 6	6:30a-3p		Valet 18	8a-4:30p
Valet 7	6:30a-3p		Valet 19	8a-4:30p
Valet 8	6:30a-3p		Valet 20	8:30a-5p
Valet 9	6:30a-3p		Valet 21	8:30a-5p
Valet 10	7a-3:30p		Valet 22	8:30a-5p
Valet 11	7a-3:30p		Valet 23	8:30a-5p
Valet 12	7a-3:30p		Valet 24	8:30a-5p

Supervisors

Supervisor	6a-2:30p		Supervisor 2	8:30a-5p
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Type of Parking: Management Fee

Description: This facility is a surface lot.
 The facility has multiple entrance and exit lanes.
 This is a valet only lot. Attendants will collect keys from vehicles that are tandem parked

Usage & Number of Spaces

Usage: Employees/Public
 Parking Spaces: 270

Maintenance: None

PARKING FACILITY SPECIFICATION SHEET

Los Angeles County Parking Facility #11A
220 North Broadway
Los Angeles, CA 90012

Days & Hours of Operation

Monday thru Friday 7:00 AM to 4:00 PM

Sufficient Coverage During Hours of Operation

Cashiers

7:00 AM - 4:00 PM

Attendants

None

Supervisor

(1) Supervisor will oversee 3 parking lots per shift and be Available during operational hours.

Supervisor A AP 10, 11, 12

Type of Parking Facility: Management Fee

Description: This is a surface lot. The facility has one entrance and one exit lane. Patrons pre-pay the full daily fee on entry and may receive a refund on exit.

Usage & Number of Spaces

Usage: ADA Public

Parking Spaces: 6

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booth	Office
0	0	0	0	All	0	1	0

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning - Power Broom Sweeper / Oil Spills, Automotive drips-leaks	Twice a week for Power Broom Sweeper. Within 1 Hour for oil, grease and liquid spills
7.1.2 Power Washing	Once a year on Scrub and once a year on high-Pressure Wash
7.1.3 Re-striping	One time re-stripe during contract term or as requested by County (restriping must occur after lot has been power washed)
7.1.4 Removal of Debris & Litter	Daily
7.1.5 Graffiti Removal / Paint	Within 4 Hours Of Notification
7.1.6 Lighting	Within 24 Hours Of Notification
7.1.7 Repair 1/2 Inch Pot Holes & Spalling Concrete	Within 24 Hours Of Notification
7.1.8 Cleaning of Restrooms	N/A
7.1.9 Cleaning of Stairwells, Elevators, Escalators, Ramps	N/A
7.1.10 Furnish, Replace and Install Damaged and Worn Signs as Needed	As-Needed
7.1.11 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.12 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	As-Needed
7.1.13 Maintain Attendant Booths/Office	Daily
7.1.14 Inspection and Maintenance of Fire Extinguishers	Inspect & Sign Monthly/Service Annually and Replace As-Needed
7.1.15 Clean All Automated Parking Equipment	N/A
7.1.16 Maintenance and Repair of Gate Arms	N/A
7.1.17 Inspection of Lots	Daily
7.1.18 Clean EVSE Equipment	N/A

ANY ITEMS NOT ADDRESSED WITHIN THE SPECIFIED TIMEFRAME AND FREQUENCY MUST BE APPROVED BY THE COUNTY.

PARKING FACILITY SPECIFICATION SHEET

Los Angeles County Parking Facility #12 - Hall of Justice
211 West Temple Street
Los Angeles, CA 90012

Days & Hours of Operation

Monday thru Friday	6:00 AM to 6:30 PM
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Sufficient Coverage During Hours of Operation

Cashiers

None

Attendants

6:00 AM to 6:30 PM on Broadway
6:00 AM to 6:30 PM on Spring Street

Supervisor

(1) Supervisor will oversee 3 parking lots per shift and be Available during operational hours.

Supervisor A	AP 10, 11, 12
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Type of Parking Facility: Management Fee

Description: This facility is a ten level parking structure. There are five levels below grade and five levels above grade. The facility has one entrance/exit on Broadway and one entrance/exit on Spring.

Usage & Number of Spaces

Usage: Employee/Authorized Visitor

Parking Spaces: 979

Levels	Stairwell	Elevators	Escalators	Trash	Restrooms	Booth	Office
10	2	3	0	All	0	1	0

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning - Power Broom Sweeper / Oil Spills, Automotive drips-leaks	Twice a week for Power Broom Sweeper. Within 1 Hour for oil, grease and liquid spills
7.1.2 Power Washing	Once a year on Scrub and once a year on high-Pressure Wash.
7.1.3 Re-striping	One time re-stripe during contract term or as requested by County (restriping must occur after lot has been power washed)
7.1.4 Removal of Debris & Litter	Daily
7.1.5 Graffiti Removal / Paint	Within 4 Hours Of Notification
7.1.6 Lighting	Within 24 Hours Of Notification
7.1.7 Repair 1/2 Inch Pot Holes & Spalling Concrete	Within 24 Hours Of Notification
7.1.8 Cleaning of Restrooms	N/A
7.1.9 Cleaning of Stairwells, Elevators, Escalators, Ramps	Daily
7.1.10 Furnish, Replace and Install Damaged and Worn Signs as Needed	As-Needed
7.1.11 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.12 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	As-Needed
7.1.13 Maintain Attendant Booths/Office	Daily
7.1.14 Inspection and Maintenance of Fire Extinguishers	Inspect & Sign Monthly/Service Annually and Replace As-Needed
7.1.15 Clean All Automated Parking Equipment	N/A
7.1.16 Maintenance and Repair of Gate Arms	N/A
7.1.17 Inspection of Lots	Daily
7.1.18 Clean EVSE Equipment	Daily

ANY ITEMS NOT ADDRESSED WITHIN THE SPECIFIED TIMEFRAME AND FREQUENCY MUST BE APPROVED BY THE COUNTY.

PARKING FACILITY SPECIFICATION SHEET

Los Angeles County Parking Facility #22 - Nate's Lot
232 North Grand Avenue
Los Angeles, CA 90012

Type of Parking Facility: Management Fee

Description: This facility is a surface lot. The facility has one entrance and one exit lane. Contractor to provide maintenance only.

Usage & Number of Spaces

Usage: Executive Office Guests

Parking Spaces: 18

Days & Hours of Operation

N/A

Sufficient Coverage During Hours of Operation

Cashiers

None

Attendants

None

Supervisor

(1) Supervisor will oversee 3 parking lots per shift and be Available during operational hours.

Supervisor B AP: 14,18,22

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booth	Office
0	2	0	0	All	0	1	0

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning - Power Broom Sweeper / Oil Spills, Automotive drips-leaks	Twice a week for Power Broom Sweeper. Within 1 Hour for oil, grease and liquid spills
7.1.2 Power Washing	Once a year on Scrub and once a year on high-Pressure Wash
7.1.3 Re-striping	One time re-stripe during contract term or as requested by County
7.1.4 Removal of Debris & Litter	Daily
7.1.5 Graffiti Removal / Paint	Within 4 Hours Of Notification
7.1.6 Lighting	N/A
7.1.7 Repair 1/2 Inch Pot Holes & Spalling Concrete	Within 24 Hours Of Notification
7.1.8 Cleaning of Restrooms	N/A
7.1.9 Cleaning of Stairwells, Elevators, Escalators, Ramps	Daily
7.1.10 Furnish, Replace and Install Damaged and Worn Signs as Needed	As-Needed
7.1.11 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.12 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	As-Needed
7.1.13 Maintain Attendant Booths/Office	Daily
7.1.14 Inspection and Maintenance of Fire Extinguishers	Inspect & Sign Monthly/Service Annually and Replace As-Needed
7.1.15 Clean All Automated Parking Equipment	N/A
7.1.16 Maintenance and Repair of Gate Arms	N/A
7.1.17 Inspection of Lots	Daily
7.1.18 Clean EVSE Equipment	N/A

ANY ITEMS NOT ADDRESSED WITHIN THE SPECIFIED TIMEFRAME AND FREQUENCY MUST BE APPROVED BY THE COUNTY.

PARKING FACILITY SPECIFICATION SHEET

Los Angeles County Parking Facility #29 - Health Services Administration
313 North Figueroa
Los Angeles, CA 90012

Days & Hours of Operation	
Monday thru Friday	5:30 AM to 6:30 PM

Sufficient Coverage During Hours of Operation	
Cashiers	
5:30 AM to 6:30 PM (Fremont side)	
Attendants	
5:30 AM to 6:30 PM (Figueroa side)	
Supervisor	
(1) Supervisor will oversee 3 parking lots per shift and be Available during operational hours.	
Supervisor C	AP: 26,29,46

Type of Parking Facility: Management Fee

Description: This facility is a four level above grade parking structure. The facility has one entrance/exit on Fremont Street and one entrance/exit on Figueroa. Patrons pre-pay the full daily fee on entry on the Figueroa side and may receive a refund on exiting.

Usage & Number of Spaces
Usage: Authorized Visitor/Employee/Public
Parking Spaces: 755

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booth	Office
4	5	0	0	All	0	2	0

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning - Power Broom Sweeper / Oil Spills, Automotive drips-	Twice a week for Power Broom Sweeper. Within 1 Hour for oil, grease and liquid spills
7.1.2 Power Washing	Once a year on Scrub and once a year on high-Pressure Wash.
7.1.3 Re-striping	One time re-stripe during contract term or as requested by County (restriping must occur after lot has been power washed)
7.1.4 Removal of Debris & Litter	Daily
7.1.5 Graffiti Removal / Paint	Within 4 Hours Of Notification
7.1.6 Lighting	Within 24 Hours Of Notification
7.1.7 Repair 1/2 Inch Pot Holes & Spalling Concrete	Within 24 Hours Of Notification
7.1.8 Cleaning of Restrooms	N/A
7.1.9 Cleaning of Stairwells, Elevators, Escalators, Ramps	Daily
7.1.10 Furnish, Replace and Install Damaged and Worn Signs as Needed	As-Needed
7.1.11 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.12 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	As-Needed
7.1.13 Maintain Attendant Booths/Office	Daily
7.1.14 Inspection and Maintenance of Fire Extinguishers	Inspect & Sign Monthly/Service Annually and Replace As-Needed
7.1.15 Clean All Automated Parking Equipment	N/A
7.1.16 Maintenance and Repair of Gate Arms	N/A
7.1.17 Inspection of Lots	Daily
7.1.18 Clean EVSE Equipment	Daily

ANY ITEMS NOT ADDRESSED WITHIN THE SPECIFIED TIMEFRAME AND FREQUENCY MUST BE APPROVED BY THE COUNTY.

PARKING FACILITY SPECIFICATION SHEET

Los Angeles County Parking Facility #45 - Chinatown
725 North Grand Avenue
Los Angeles, CA 90012

Days & Hours of Operation

Monday - Friday	5:30 AM to 7:00 PM
Saturday and Sunday	9:00 AM to 7:00 PM

Sufficient Coverage During Hours of Operation

Monday - Friday	Saturday & Sunday
Cashiers	
5:30 AM to 7:00 PM	9:00 AM to 7:00 PM
Attendants	
None	
Supervisor	
(1) Supervisor will oversee 3 parking lots per shift and be Available during operational hours.	
Supervisor D	AP: 45,55,75

Type of Parking Facility: Management Fee

Description: This facility is a surface lot. The facility has one entrance and one exit lane. Patrons pre-pay the full daily fee on entry.

Usage & Number of Spaces

Usage: Authorized Visitor/Employee/Public

Parking Spaces: 212

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booths	Office
0	0	0	0	All	0	1	0

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning - Power Broom Sweeper / Oil Spills, Automotive drips-leaks	Twice a week for Power Broom Sweeper. Within 1 Hour for oil, grease and liquid spills
7.1.2 Power Washing	Once a year on Scrub and once a year on high-Pressure Wash.
7.1.3 Re-striping	One time re-stripe during contract term or as requested by County (restriping must occur after lot has been power washed)
7.1.4 Removal of Debris & Litter	Daily
7.1.5 Graffiti Removal / Paint	Within 4 Hours Of Notification
7.1.6 Lighting	Within 24 Hours Of Notification
7.1.7 Repair 1/2 Inch Pot Holes & Spalling Concrete	Within 24 Hours Of Notification
7.1.8 Cleaning of Restrooms	N/A
7.1.9 Cleaning of Stairwells, Elevators, Escalators, Ramps	N/A
7.1.10 Furnish, Replace and Install Damaged and Worn Signs as Needed	As-Needed
7.1.11 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.12 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	As-Needed
7.1.13 Maintain Attendant Booths/Office	Daily
7.1.14 Inspection and Maintenance of Fire Extinguishers	Inspect & Sign Monthly/Service Annually and Replace As-Needed
7.1.15 Clean All Automated Parking Equipment	N/A
7.1.16 Maintenance and Repair of Gate Arms	N/A
7.1.17 Inspection of Lots	Daily
7.1.18 Clean EVSE Equipment	N/A

PARKING FACILITY SPECIFICATION SHEET

Los Angeles County Parking Facility #55 - Juvenile Hall
1601 Eastlake Avenue
Los Angeles, CA 90033

Days & Hours of Operation

Monday thru Friday 6:00 AM to 4:00 PM

Sufficient Coverage During Hours of Operation

Cashiers

None

Attendants

6:00 AM to 4:00 PM

Supervisor

(1) Supervisor will oversee 3 parking lots per shift and be Available during operational hours.

Supervisor D AP: 45,55,75

Type of Parking Facility: Management Fee

Description: This facility has one two-level and one three- level above-grade parking structures with a surface lot. The facility has one entrance lane and one exit lane.

Usage & Number of Spaces

Usage: Authorized Visitor/Employee

Parking Spaces: 516

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booth	Office
Varies by lot	3	0	0	All	0	1	0

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning - Power Broom Sweeper / Oil Spills, Automotive drips-leaks	Twice a week for Power Broom Sweeper. Within 1 Hour for oil, grease and
7.1.2 Power Washing	Once a year on Scrub and once a year on high-Pressure Wash.
7.1.3 Re-striping	One time re-stripe during contract term or as requested by County (restriping must occur after lot has been power washed)
7.1.4 Removal of Debris & Litter	Daily
7.1.5 Graffiti Removal / Paint	Within 4 Hours Of Notification
7.1.6 Lighting	Within 24 Hours Of Notification
7.1.7 Repair 1/2 Inch Red Pot Holes & Spalling Concrete	Within 24 Hours Of Notification
7.1.8 Cleaning of Restrooms	N/A
7.1.9 Cleaning of Stairwells, Elevators, Escalators, Ramps	Daily
7.1.10 Furnish, Replace and Install Damaged and Worn Signs as Needed	As-Needed
7.1.11 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.12 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	As-Needed
7.1.13 Maintain Attendant Booths/Office	Daily
7.1.14 Inspection and Maintenance of Fire Extinguishers	Inspect & Sign Monthly/Service Annually and Replace As-Needed
7.1.15 Clean All Automated Parking Equipment	Daily
7.1.16 Maintenance and Repair of Gate Arms	As-Needed
7.1.17 Inspection of Lots	Daily
7.1.18 Clean EVSE Equipment	N/A

ANY ITEMS NOT ADDRESSED WITHIN THE SPECIFIED TIMEFRAME AND FREQUENCY MUST BE APPROVED BY THE COUNTY.

PARKING FACILITY SPECIFICATION SHEET

Los Angeles County Parking Facility #58A
721 North Spring Street
Los Angeles, CA 90012

Days & Hours of Operation

Monday thru Friday 6:00 AM to 7:00 PM

Sufficient Coverage During Hours of Operation

Cashiers

Hourly as needed for event(s)

Attendants

6:00 AM to 7:00 PM

Supervisor

Available during operational hours

Type of Parking Facility: Management Fee

Description: This facility is a four-level parking structure. There is one entrance and one exit lane on Spring Street. Event fee is paid upon entry. Contractor is responsible for cleaning levels 2 - 4.

Usage & Number of Spaces

Usage: Employee/Events during non-business hours

Parking Spaces: 308

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booth	Office
3	3	1	0	All	0	N/A	1

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning - Power Broom Sweeper / Oil Spills, Automotive drips-leaks	Twice a week for Power Broom Sweeper. Within 1 Hour for oil, grease and liquid spills
7.1.2 Power Washing	Once a year on Scrub and once a year on high-Pressure Wash.
7.1.3 Re-striping	One time re-stripe during contract term or as requested by County (restriping must occur after lot has been power washed)
7.1.4 Removal of Debris & Litter	Daily
7.1.5 Graffiti Removal / Paint	Within 4 Hours Of Notification
7.1.6 Lighting	Within 24 Hours Of Notification
7.1.7 Repair 1/2 Inch Pot Holes & Spalling Concrete	Within 24 Hours Of Notification
7.1.8 Cleaning of Restrooms	N/A
7.1.9 Cleaning of Stairwells, Elevators, Escalators, Ramps	Daily
7.1.10 Furnish, Replace and Install Damaged and Worn Signs as Needed	As-Needed
7.1.11 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.12 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	As-Needed
7.1.13 Maintain Attendant Booths/Office	Daily
7.1.14 Inspection and Maintenance of Fire Extinguishers	Inspect & Sign Monthly/Service Annually and Replace As-Needed
7.1.15 Clean All Automated Parking Equipment	Daily
7.1.16 Maintenance and Repair of Gate Arms	As-Needed
7.1.17 Inspection of Lots	Daily
7.1.18 Clean EVSE Equipment	Daily

ANY ITEMS NOT ADDRESSED WITHIN THE SPECIFIED TIMEFRAME AND FREQUENCY MUST BE APPROVED BY THE COUNTY.

* Lot has been temporarily closed since August 2020 and has been utilized for Special Events only. Date when lot will be reopened is TBD.

PARKING FACILITY SPECIFICATION SHEET

Los Angeles County Parking Facility #75A - Men's Central
429 Bauchet Street
Los Angeles, CA 90012

Days & Hours of Operation	
Monday thru Sunday	24 hours per day

Sufficient Coverage During Hours of Operation	
Monday - Friday	Saturday, Sunday & Holidays
Cashiers	
6:00 AM to 2:00 PM	6:00 AM to 6:00 PM
2:00 PM to 10:00 PM	2:00 PM to 10:00 PM
10:00 PM to 6:00 AM	10:00 PM to 6:00 AM
*Attendants	
6:00 AM to 2:00 PM	6:00 AM to 2:00 PM
2:00 PM to 10:00 PM	2:00 PM to 10:00 PM
10:00 PM to 6:00 AM	10:00 PM to 6:00 AM
Supervisor	
(1) Supervisor will oversee 3 parking lots per shift and be Available during operational hours.	
Supervisor D	AP: 45,55,75

Type of Parking Facility: Management Fee

Description: This facility consists of the lower level of a two level structure. The facility has one entrance lane and one exit lane.

Usage & Number of Spaces
Usage: Employee/Public
Parking Spaces: 391

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Attendant	Office
1	6	0	0	All	1	1	1

*** This facility is a 24/7 operation; therefore attendants listed provide maintenance, patrol, and relief for AP 75A, 75B, and 75C.**

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning - Power Broom Sweeper / Oil Spills, Automotive drips-leaks	Twice a week for Power Broom Sweeper. Within 1 Hour for oil, grease and liquid spills
7.1.2 Power Washing	Once a year on Scrub and once a year on high-Pressure Wash.
7.1.3 Re-striping	One time re-stripe during contract term or as requested by County (restriping must occur after lot has been power washed)
7.1.4 Removal of Debris & Litter	Daily
7.1.5 Graffiti Removal / Paint	Within 4 Hours Of Notification
7.1.6 Lighting	Within 24 Hours Of Notification
7.1.7 Repair 1/2 Inch Pot Holes & Spalling Concrete	Within 24 Hours Of Notification
7.1.8 Cleaning of Restrooms	Daily
7.1.9 Cleaning of Stairwells, Elevators, Escalators, Ramps	Daily
7.1.10 Furnish, Replace and Install Damaged and Worn Signs as Needed	As-Needed
7.1.11 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.12 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	As-Needed
7.1.13 Maintain Attendant Booths/Office	Daily
7.1.14 Inspection and Maintenance of Fire Extinguishers	Inspect & Sign Monthly/Service Annually and Replace As-Needed
7.1.15 Clean All Automated Parking Equipment	N/A
7.1.16 Maintenance and Repair of Gate Arms	N/A
7.1.17 Inspection of Lots	Daily
7.1.18 Clean EVSE Equipment	N/A

ANY ITEMS NOT ADDRESSED WITHIN THE SPECIFIED TIMEFRAME AND FREQUENCY MUST BE APPROVED BY THE COUNTY.

PARKING FACILITY SPECIFICATION SHEET

Los Angeles County Parking Facility #75B - Men's Central Jail
429 Bauchet Street
Los Angeles, CA 90012

Days & Hours of Operation	
Monday thru Sunday	24 hours per day
Sufficient Coverage During Hours of Operation	
Monday - Friday	Saturday, Sunday & Holidays
Cashiers	
None	
Attendants	
6:00 AM to 2:00 PM	6:00 AM to 2:00 PM
2:00 PM to 10:00 PM	2:00 PM to 10:00 PM
10:00 PM to 6:00 AM	10:00 PM to 6:00 AM
Supervisor	
(1) Supervisor will oversee 3 parking lots per shift and be Available during operational hours.	
Supervisor D	AP: 45,55,75

Type of Parking Facility: Management Fee
Description: This facility consists of the upper level of a two level structure. The facility has one entrance lane and one exit lane.

Usage & Number of Spaces
Usage: Authorized Visitor/Employee/Overflow Public
Parking Spaces: 365

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booth	Office
1	6	0	0	All	0	1	0

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning - Power Broom Sweeper / Oil Spills, Automotive drips-leaks	Twice a week for Power Broom Sweeper. Within 1 Hour for oil, grease and liquid spills
7.1.2 Power Washing	Once a year on Scrub and once a year on high-Pressure Wash.
7.1.3 Re-striping	One time re-stripe during contract term or as requested by County (restriping must occur after lot has been power washed)
7.1.4 Removal of Debris & Litter	Daily
7.1.5 Graffiti Removal / Paint	Within 4 Hours Of Notification
7.1.6 Lighting	Within 24 Hours Of Notification
7.1.7 Repair 1/2 Inch Pot Holes & Spalling Concrete	Within 24 Hours Of Notification
7.1.8 Cleaning of Restrooms	N/A
7.1.9 Cleaning of Stairwells, Elevators, Escalators, Ramps	Daily
7.1.10 Furnish, Replace and Install Damaged and Worn Signs as Needed	As-Needed
7.1.11 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.12 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	As-Needed
7.1.13 Maintain Attendant Booths/Office	Daily
7.1.14 Inspection and Maintenance of Fire Extinguishers	Inspect & Sign Monthly/Service Annually and Replace As-Needed
7.1.15 Clean All Automated Parking Equipment	N/A
7.1.16 Maintenance and Repair of Gate Arms	N/A
7.1.17 Inspection of Lots	Daily
7.1.18 Clean EVSE Equipment	N/A

PARKING FACILITY SPECIFICATION SHEET

Los Angeles County Parking Facility #75C - Men's Central
441 Bauchet Street
Los Angeles, CA 90012

Days & Hours of Operation	
Monday thru Sunday	24 hours per day
Sufficient Coverage During Hours of Operation	
Monday - Friday	Saturday, Sunday & Holidays
Cashiers	
None	
Attendants	
6:00 AM to 2:00 PM	6:00 AM to 2:00 PM
2:00 PM to 10:00 PM	2:00 PM to 10:00 PM
10:00 PM to 6:00 AM	10:00 PM to 6:00 AM
Supervisor	
(1) Supervisor will oversee 3 parking lots per shift and be Available during operational hours.	
Supervisor D	AP: 45,55,75

Type of Parking Facility: Management Fee

Description: This facility is a ten level above grade parking structure. The facility has one entrance and one exit lane. There is no public parking at this facility.

Usage & Number of Spaces
Usage: Employee Only
Parking Spaces: 964

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booth	Office
10	1	3	0	All	0	1	0

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning - Power Broom Sweeper / Oil Spills, Automotive drips-leaks	Twice a week for Power Broom Sweeper. Within 1 Hour for oil, grease and liquid
7.1.2 Power Washing	Once a year on Scrub and once a year on high-Pressure Wash.
7.1.3 Re-striping	One time re-stripe during contract term or as requested by County (restriping must occur after lot has been power washed)
7.1.4 Removal of Debris & Litter	Daily
7.1.5 Graffiti Removal / Paint	Within 4 Hours Of Notification
7.1.6 Lighting	Within 24 Hours Of Notification
7.1.7 Repair 1/2 Inch Pot Holes & Spalling Concrete	Within 24 Hours Of Notification
7.1.8 Cleaning of Restrooms	N/A
7.1.9 Cleaning of Stairwells, Elevators, Escalators, Ramps	Daily
7.1.10 Furnish, Replace and Install Damaged and Worn Signs as Needed	As-Needed
7.1.11 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.12 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	As-Needed
7.1.13 Maintain Attendant Booths/Office	Daily
7.1.14 Inspection and Maintenance of Fire Extinguishers	Inspect & Sign Monthly/Service Annually and Replace As-Needed
7.1.15 Clean All Automated Parking Equipment	N/A
7.1.16 Maintenance and Repair of Gate Arms	N/A
7.1.17 Inspection of Lots	Daily
7.1.18 Clean EVSE Equipment	Daily

ANY ITEMS NOT ADDRESSED WITHIN THE SPECIFIED TIMEFRAME AND FREQUENCY MUST BE APPROVED BY THE COUNTY.

PARKING FACILITY SPECIFICATION SHEET

Los Angeles County Parking Facility #76- ELA Civic Center
4837 East Third Street
Los Angeles, CA 90022

Days & Hours of Operation	
Monday thru Thursday	7:00 AM to 9:00 PM
Friday	7:00 AM to 6:00 PM
Sufficient Coverage During Hours of Operation	
Attendants	
Monday - Thursday	7:00 AM to 9:00 PM
Friday	7:00 AM to 6:00 PM
On-Site Supervisor	
(1) Supervisor will oversee 3 parking lots per shift and be Available during operational hours.	
Supervisor F	AP: 76,95,96,97

Type of Parking Facility: Management Fee

Description: This facility has one four-level above-grade parking structure with one entrance lane and one exit lane. This facility also has a surface lot with two entrance lanes and two exit lanes.

Usage & Number of Spaces
Usage: Employee/Juror/Public
Parking Spaces: 458

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booth	Office
4	2	0	0	ALL	0	0	0

* Lot is utilized for Farmer's Market on weekends.

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning - Power Broom Sweeper / Oil Spills, Automotive drips-leaks	Twice a week for Power Broom Sweeper. Within 1 Hour for oil, grease and liquid spills
7.1.2 Power Washing	Once a year on Scrub and once a year on high-Pressure Wash.
7.1.3 Re-striping	One time re-stripe during contract term or as requested by County (restriping must occur after lot has been power washed)
7.1.4 Removal of Debris & Litter	Daily
7.1.5 Graffiti Removal / Paint	Within 4 Hours Of Notification
7.1.6 Lighting	Within 24 Hours Of Notification
7.1.7 Repair 1/2 Inch Pot Holes & Spalling Concrete	Within 24 Hours Of Notification
7.1.8 Cleaning of Restrooms	N/A
7.1.9 Cleaning of Stairwells, Elevators, Escalators, Ramps	Daily
7.1.10 Furnish, Replace and Install Damaged and Worn Signs as Needed	As-Needed
7.1.11 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.12 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	As-Needed
7.1.13 Maintain Attendant Booths/Office	N/A
7.1.14 Inspection and Maintenance of Fire Extinguishers	Inspect & Sign Monthly/Service Annually and Replace As-Needed
7.1.15 Clean All Automated Parking Equipment	N/A
7.1.16 Maintenance and Repair of Gate Arms	N/A
7.1.17 Inspection of Lots	Daily
7.1.18 Clean EVSE Equipment	Daily

ANY ITEMS NOT ADDRESSED WITHIN THE SPECIFIED TIMEFRAME AND FREQUENCY MUST BE APPROVED BY THE COUNTY

Los Angeles County Parking Facility #87- Century Regional Detention Facility (Mona)
11705 Alameda Street
Lynwood, CA 90262

Days & Hours of Operation	
Monday thru Sunday	24 Hours per day
Sufficient Coverage During Hours of Operation	
Attendants	
6:00 AM - 2:00 PM	6:00 AM - 2:00 PM
2:00 PM - 10:00 PM	2:00 PM - 10:00 PM
10:00 PM - 6:00 AM	10:00 PM - 6:00 AM
Cashiers	
None	
Supervisor	
(1) Supervisor will oversee 3 parking lots per shift and be Available during operational hours.	
Supervisor E	AP: 87,89,93

PARKING FACILITY SPECIFICATION SHEET

Type of Parking Facility: Management Fee

Description: The facility is a three level above grade structure. There is a secured compound gate that is staffed with a parking lot attendant.

Usage & Number of Spaces
Usage: Authorized Visitor/Employee/Event/Public
Parking Spaces: 258

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booth	Office
0	0	0	0	All	0	1	0

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning - Power Broom Sweeper / Oil Spills, Automotive drips-leaks	N/A
7.1.2 Power Washing	N/A
7.1.3 Re-striping	N/A
7.1.4 Removal of Debris & Litter	Daily
7.1.5 Graffiti Removal / Paint	N/A
7.1.6 Lighting	N/A
7.1.7 Repair 1/2 Inch Pot Holes & Spalling Concrete	N/A
7.1.8 Cleaning of Restrooms	N/A
7.1.9 Cleaning of Stairwells, Elevators, Escalators, Ramps	N/A
7.1.10 Furnish, Replace and Install Damaged and Worn Signs as Needed	N/A
7.1.11 Furnish, Replace and Install Cones/Markers	N/A
7.1.12 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	N/A
7.1.13 Maintain Attendant Booths/Office	Daily
7.1.14 Inspection and Maintenance of Fire Extinguishers	N/A
7.1.15 Clean All Automated Parking Equipment	N/A
7.1.16 Maintenance and Repair of Gate Arms	N/A
7.1.17 Inspection of Lots	N/A
7.1.18 Clean EVSE Equipment	N/A

PARKING FACILITY SPECIFICATION SHEET

Los Angeles County Parking Facility #87A - Century Regional Detention Facility
11703 South Alameda Street
Lynwood, CA 90262

Days & Hours of Operation

Monday thru Sunday	7:00 AM - 7:00 PM

Sufficient Coverage During Hours of Operation

Cashiers

7:00 AM - 7:00 PM

Supervisor

(1) Supervisor will oversee 3 parking lots per shift and be Available during operational hours.

Supervisor E AP: 87,89,93

Type of Parking Facility: Management Fee

Description: This automated facility has two entrance lanes and two exit lanes. Event fee is paid upon entry.

Usage & Number of Spaces

Usage: Authorized Visitor/Event/Public

Parking Spaces: 297

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booth	Office
0	0	0	0	All	0	1	0

Event Driven

1 - Cashier

1 - Attendant

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning - Power Broom Sweeper / Oil Spills, Automotive drips-leaks	Twice a week for Power Broom Sweeper. Within 1 Hour for oil, grease and liquid spills
7.1.2 Power Washing	Once a year on Scrub and once a year on high-Pressure Wash.
7.1.3 Re-striping	One time re-stripe during contract term or as requested by County (restriping must occur after lot has been power washed)
7.1.4 Removal of Debris & Litter	Daily
7.1.5 Graffiti Removal / Paint	Within 4 Hours Of Notification
7.1.6 Lighting	N/A
7.1.7 Repair 1/2 Inch Pot Holes & Spalling Concrete	Within 24 Hours Of Notification
7.1.8 Cleaning of Restrooms	N/A
7.1.9 Cleaning of Stairwells, Elevators, Escalators, Ramps	N/A
7.1.10 Furnish, Replace and Install Damaged and Worn Signs as Needed	As-Needed
7.1.11 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.12 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	As-Needed
7.1.13 Maintain Attendant Booths/Office	Daily
7.1.14 Inspection and Maintenance of Fire Extinguishers	Inspect & Sign Monthly/Service Annually and Replace As-Needed
7.1.15 Clean All Automated Parking Equipment	Daily
7.1.16 Maintenance and Repair of Gate Arms	As-Needed
7.1.17 Inspection of Lots	Daily
7.1.18 Clean EVSE Equipment	Daily

ANY ITEMS NOT ADDRESSED WITHIN THE SPECIFIED TIMEFRAME AND FREQUENCY MUST BE APPROVED BY THE COUNTY.

PARKING FACILITY SPECIFICATION SHEET

Los Angeles County Parking Facility #89 - DPSS
17600 Santa Fe Avenue
Rancho Dominguez, CA 90221

Days & Hours of Operation	
Monday thru Friday	6:00 AM to 6:00 PM
Sufficient Coverage During Hours of Operation	
Attendants	
(1) 6:00 AM - 4:00 PM	
(1) 9:00 AM - 6:00 PM	
Cashiers	
None	
Supervisor	
(1) Supervisor will oversee 3 parking lots per shift and be Available during operational hours.	
Supervisor E	AP: 87,89,93

Type of Parking Facility: Management Fee

Description: The facility is a surface lot. The facility has one entrance and one exit lane. Contractor provides staffing only.

Usage & Number of Spaces

Usage: Authorized Visitor/Employee

Parking Spaces: 555

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booth	Office
0	0	0	0	All	0	1	0

* Coverage requirements based on tenant's request.

Maintenance		Frequency
7.1.1	Parking Facility Sweeping/Cleaning - Power Broom Sweeper / Oil Spills, Automotive drips-leaks	N/A
7.1.2	Power Washing	N/A
7.1.3	Re-striping	N/A
7.1.4	Removal of Debris & Litter	N/A
7.1.5	Graffiti Removal / Paint	N/A
7.1.6	Lighting	N/A
7.1.7	Repair 1/2 Inch Pot Holes & Spalling Concrete	N/A
7.1.8	Cleaning of Restrooms	N/A
7.1.9	Cleaning of Stairwells, Elevators, Escalators, Ramps	N/A
7.1.10	Furnish, Replace and Install Damaged and Worn Signs as Needed	N/A
7.1.11	Furnish, Replace and Install Cones/Markers	N/A
7.1.12	Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	N/A
7.1.13	Maintain Attendant Booths/Office	Daily
7.1.14	Inspection and Maintenance of Fire Extinguishers	N/A
7.1.15	Clean All Automated Parking Equipment	N/A
7.1.16	Maintenance and Repair of Gate Arms	N/A
7.1.17	Inspection of Lots	N/A
7.1.18	Clean EVSE Equipment	N/A

ANY ITEMS NOT ADDRESSED WITHIN THE SPECIFIED TIMEFRAME AND FREQUENCY MUST BE APPROVED BY THE COUNTY.

PARKING FACILITY SPECIFICATION SHEET

Los Angeles County Parking Facility #96A
(Zev Yaroslavsky Family Support Center)
7555 Van Nuys Boulevard
Los Angeles, CA 91405

Days & Hours of Operation	
Monday thru Friday: 7:00 AM - 5:30 PM	
*Minimum Coverage Requirements During Hours of Operation	
Attendants	
(1) 7:00 AM - 3:30 PM	
(1) 9:00 AM - 5:30 PM	
(1) 7:30 AM - 4:00 PM	
Supervisor	
(1) Supervisor will oversee 3 parking lots per shift and be Available during operational hours.	
Supervisor F	AP: 76,95,96,97

Type of Parking Facility: Management Fee

Description: This facility is a three level above grade and three level below grade parking structure. The facility has two entrances and two exits. Also included is a small surface lot consisting of 20 parking spaces.

Usage & Number of Spaces
Usage: Employee/Public
Parking Spaces: 1,335

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booth	Office
6	4	4	0	All	0	0	0

*** Coverage requirements based on tenant's request.**

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning - Power Broom Sweeper / Oil Spills, Automotive drips-leaks	Twice a week for Power Broom Sweeper. Within 1 Hour for oil, grease and liquid spills
7.1.2 Power Washing	Once a year on Scrub and once a year on high-Pressure Wash.
7.1.3 Re-striping	One time re-stripe during contract term or as requested by County (restriping must occur after lot has been power washed)
7.1.4 Removal of Debris & Litter	Daily
7.1.5 Graffiti Removal / Paint	Within 4 Hours Of Notification
7.1.6 Lighting	Within 24 Hours Of Notification
7.1.7 Repair 1/2 Inch Pot Holes & Spalling Concrete	Within 24 Hours Of Notification
7.1.8 Cleaning of Restrooms	N/A
7.1.9 Cleaning of Stairwells, Elevators, Escalators, Ramps	Daily
7.1.10 Furnish, Replace and Install Damaged and Worn Signs as Needed	As-Needed
7.1.11 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.12 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	One time re-stripe during contract term or as requested by County As-Needed
7.1.13 Maintain Attendant Booths/Office	N/A
7.1.14 Inspection and Maintenance of Fire Extinguishers	Inspect & Sign Monthly/Service Annually and Replace As-Needed
7.1.15 Clean All Automated Parking Equipment	N/A
7.1.16 Maintenance and Repair of Gate Arms	N/A
7.1.17 Inspection of Lots	Daily
7.1.18 Clean EVSE Equipment	Daily

ANY ITEMS NOT ADDRESSED WITHIN THE SPECIFIED TIMEFRAME AND FREQUENCY MUST BE APPROVED BY THE COUNTY.

PARKING FACILITY SPECIFICATION SHEET

Los Angeles County Parking Facility #10 - Hall of Records
145 North Broadway
Los Angeles, CA 90012

Type of Parking Facility: Management Fee

Description: This automated facility is a four-level below-grade parking structure. The facility has two entrances and two exit lanes. Patrons pay the daily fee at an automated pay station before exit. Event fee is paid upon entry.

Days & Hours of Operation	
Monday - Friday	5:00 AM to 9:00 PM
Saturday & Sunday	9:00 AM to 7:00 PM
Sufficient Coverage During Hours of Operation	
Monday - Friday	Saturday & Sunday (pre-pay)
Cashiers	
	9:00 AM - 2:00 PM
	2:00 PM - 7:00 PM
Special Events - Hourly as needed	
Attendants	
Monday-Friday	Saturday & Sunday
5:00 AM - 2:00 PM (1) Attendant	
6:00 AM - 10 AM (1) Attendant	
10 AM - 6 PM (1) Attendant	
12:00 PM - 9:00 PM (1) Attendant	
Special Events - Hourly as needed	
Supervisor	
(1) Supervisor will oversee 3 parking lots per shift and be Available during operational hours.	
Supervisor A	AP 10, 11, 12

Usage & Number of Spaces
Usage: Authorized Employee/Event/Grand Juror/Public/Visitor
Parking Spaces: 639

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Outdoor Office	Office
4	3	0	0	All	0	1	1

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning - Power Broom Sweeper / Oil Spills, Automotive drips-leaks	Twice a week for Power Broom Sweeper. Within 1 Hour for oil, grease and liquid spills
7.1.2 Power Washing	Once a year on Scrub and once a year on high-Pressure Wash.
7.1.3 Re-striping	One time re-stripe during contract term or as requested by County (restriping must occur after lot has been power washed)
7.1.4 Removal of Debris & Litter	Daily
7.1.5 Graffiti Removal / Paint	Within 4 Hours Of Notification
7.1.6 Lighting	Within 24 Hours Of Notification
7.1.7 Repair 1/2 Inch Pot Holes & Spalling Concrete	Within 24 Hours Of Notification
7.1.8 Cleaning of Restrooms	N/A
7.1.9 Cleaning of Stairwells, Elevators, Escalators, Ramps	Daily
7.1.10 Furnish, Replace and Install Damaged and Worn Signs as Needed	As-Needed
7.1.11 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.12 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	As-Needed
7.1.13 Maintain Attendant Booths/Office	Daily
7.1.14 Inspection and Maintenance of Fire Extinguishers	Inspect & Sign Monthly/Service Annually and Replace As-Needed
7.1.15 Clean All Automated Parking Equipment	Daily
7.1.16 Maintenance and Repair of Gate Arms	As-Needed
7.1.17 Inspection of Lots	Daily
7.1.18 Clean EVSE Equipment	Daily

ANY ITEMS NOT ADDRESSED WITHIN THE SPECIFIED TIMEFRAME AND FREQUENCY MUST BE APPROVED BY THE COUNTY.

PARKING FACILITY SPECIFICATION SHEET

Los Angeles County Parking Facility #14 - Music Center
135 North Grand Ave
Los Angeles, CA 90012

Days & Hours of Operation		
Monday	6:00 AM to 7:00 PM	
Tuesday thru Friday	6:00 AM to Midnight	
Saturday & Sunday	7:00 AM to Midnight	
*Minimum Coverage Requirements During Hours of Operation		
Monday	Tuesday - Friday	Saturday & Sunday
Cashier		
(1) 4:30 PM - 7:00 PM	(2) 4:30 PM - 9:00 PM	(1) 7:00 AM - 9:00 PM
Attendants		
(1) 6:00 AM - 7:00 PM	(1) 6:00 AM - Midnight	(1) 7:00 AM - Midnight
Sufficient Coverage During Hours of Operation		
On-Site Supervisor		
6:00 AM - 7:00 PM	6:00 AM - Midnight	7:00 AM - Midnight
(1) Supervisor will oversee 3 parking lots per shift and be Available during operational hours.		
Supervisor B	AP: 14,18,22	
Customer Assistance Service		
6:00 AM to 7:00 PM	6:00 AM to midnight	7:00 AM to midnight

Type of Parking Facility: Revenue Share

Description: This automated facility is an eight level below grade parking structure. The facility has 10 reversible entrance/exit lanes. Patrons pay the full daily fee at an automated pay station before exit and may receive a refund. Event fee is paid upon entry. Valet services provided at the carriage port.

Usage & Number of Spaces
Usage: Authorized Visitor/Employee/Public
Parking Spaces: 1,432 (includes 115 tandem); additionally, parking spaces in the carriage port (# of spaces TBD)
Levels P7 & P8 County employees M-F - approximately 400 spaces

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booths/Valet	Office
8	8	0	0	All	4	1 booth / 1 valet	4

*Event Driven
* Additional staffing, including valet attendants, may be needed for Events based on Theater Ops.
* Tandem spaces must be utilized to the fullest extent to maximize parking for patrons.
* Lot may require closure after midnight if needed to accommodate surrounding events.

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning - Power Broom Sweeper / Oil Spills, Automotive drips-leaks	Twice a week for Power Broom Sweeper. Within 1 Hour for oil, grease and liquid spills
7.1.2 Power Washing	Once a year on Scrub and once a year on high-Pressure Wash.
7.1.3 Re-striping	One time re-stripe during contract term or as requested by County (restriping must occur after lot has been power washed)
7.1.4 Removal of Debris & Litter	Daily
7.1.5 Graffiti Removal / Paint	Within 4 Hours Of Notification
7.1.6 Lighting	Within 24 Hours Of Notification
7.1.7 Repair 1/2 Inch Pot Holes & Spalling Concrete	Within 24 Hours Of Notification
7.1.8 Cleaning of Restrooms	Daily
7.1.9 Cleaning of Stairwells, Elevators, Escalators, Ramps	Daily
7.1.10 Furnish, Replace and Install Damaged and Worn Signs as Needed	As-Needed
7.1.11 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.12 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	As-Needed
7.1.13 Maintain Attendant Booths/Office	Daily
7.1.14 Inspection and Maintenance of Fire Extinguishers	Inspect & Sign Monthly/Service Annually and Replace As-Needed
7.1.15 Clean All Automated Parking Equipment	Daily
7.1.16 Maintenance and Repair of Gate Arms	As-Needed
7.1.17 Inspection of Lots	Daily
7.1.18 Clean EVSE Equipment	Daily

ANY ITEMS NOT ADDRESSED WITHIN THE SPECIFIED TIMEFRAME AND FREQUENCY MUST BE APPROVED BY THE COUNTY.

PARKING FACILITY SPECIFICATION SHEET

Los Angeles County Parking Facility #16 - Walt Disney Concert Hall
111 South Grand Avenue
Los Angeles, CA 90012

Days & Hours of Operation	
Monday thru Friday	6:00 AM to Midnight
Saturday & Sunday	7:00 AM to Midnight

*Minimum Coverage Requirements During Hours of Operation	
Monday - Friday	Saturday/Sunday/Holiday
Cashier	
(2) 6:00 AM - 10:00 PM	(2) 7:00 AM - 10:00 PM
Attendants	
(2) 7:00 AM - 3:00 PM	(2) 7:00 AM - 3:00 PM
(2) 3:00 PM - Midnight	(2) 3:00 PM - Midnight
Sufficient Coverage During Hours of Operation	
On-Site Supervisor	
6:00 AM - Midnight	7:00 AM - Midnight
Customer Assistance	
6:00 AM to midnight	7:00 AM to Midnight

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning - Power Broom Sweeper / Oil Spills, Automotive drips-leaks	Twice a week for Power Broom Sweeper. Within 1 Hour for oil, grease and liquid spills
7.1.2 Power Washing	Once a year on Scrub and once a year on high-Pressure Wash.
7.1.3 Re-striping	One time re-stripe during contract term or as requested by County (restriping must occur after lot has been power washed)
7.1.4 Removal of Debris & Litter	Daily
7.1.5 Graffiti Removal / Paint	Within 4 Hours Of Notification
7.1.6 Lighting	Within 24 Hours Of Notification
7.1.7 Repair 1/2 Inch Pot Holes & Spalling Concrete	Within 24 Hours Of Notification
7.1.8 Cleaning of Restrooms	Daily
7.1.9 Cleaning of Stairwells, Elevators, Escalators, Ramps	Daily
7.1.10 Furnish, Replace and Install Damaged and Worn Signs as Needed	As-Needed
7.1.11 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.12 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	As-Needed
7.1.13 Maintain Attendant Booths/Office	Daily
7.1.14 Inspection and Maintenance of Fire Extinguishers	Inspect & Sign Monthly/Service Annually and Replace As-Needed
7.1.15 Clean All Automated Parking Equipment	Daily
7.1.16 Maintenance and Repair of Gate Arms	As-Needed
7.1.17 Inspection of Lots	Daily
7.1.18 Clean EVSE Equipment	Daily

ANY ITEMS NOT ADDRESSED WITHIN THE SPECIFIED TIMEFRAME AND FREQUENCY MUST BE APPROVED BY THE COUNTY.

Type of Parking Facility: Management Fee

Description: This automated facility is a seven level below grade structure with five entrance lanes and four exit lanes. Two of the five entrance lanes are reversible. Patrons pay the full daily fee at an automated pay station and may receive a refund before exiting. Event fee is paid upon entry.

Usage & Number of Spaces
Usage: Authorized Visitor/Employee/Juror/Public
Parking Spaces: 2,198 (includes 1,144 tandem)

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booths	Office
7	5	5	0	All	3	6	4

*Event Driven
* Additional staffing, including valet, may be needed for Events; extra staffing must be pre-approved by the County.
* Tandem spaces must be utilized to the fullest extent to maximize parking for patrons.
* Lot may require closure after midnight if needed to accommodate surrounding events.

PARKING FACILITY SPECIFICATION SHEET

Los Angeles County Parking Facility #18 - Hall of Administration
140 North Grand Avenue
Los Angeles, CA 90012

Days & Hours of Operation
As Needed (Lot 14 - Music Center Overflow)

Sufficient Coverage During Hours of Operation
Cashier
None
Attendant
Hourly as needed
Supervisor
Available during operational hours
(1) Supervisor will oversee 3 parking lots per shift and be Available during operational hours.
Supervisor B
AP: 14,18,22

Type of Parking Facility: Management Fee
Description: This facility is a two level below grade parking structure. The facility has one entrance/exit on Grand and one entrance/exit on Hill.

Usage & Number of Spaces
Usage: Employee/Public for Overflow
Parking Spaces: 1262 (includes Fleet area)

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booth
2	7	1	4	All	0	2

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning - Power Broom Sweeper / Oil Spills, Automotive drips-leaks	Twice a week for Power Broom Sweeper. Within 1 Hour for oil, grease and liquid spills
7.1.2 Power Washing	Once a year on Scrub and once a year on high-Pressure Wash.
7.1.3 Re-striping	One time re-stripe during contract term or as requested by County (restriping must occur after lot has been power washed)
7.1.4 Removal of Debris & Litter	Daily
7.1.5 Graffiti Removal / Paint	Within 4 Hours Of Notification
7.1.6 Lighting	Within 24 Hours Of Notification
7.1.7 Repair 1/2 Inch Pot Holes & Spalling Concrete	Within 24 Hours Of Notification
7.1.8 Cleaning of Restrooms	N/A
7.1.9 Cleaning of Stairwells, Elevators, Escalators, Ramps	Daily
7.1.10 Furnish, Replace and Install Damaged and Worn Signs as Needed	As-Needed
7.1.11 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.12 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	As-Needed
7.1.13 Maintain Attendant Booths/Office	Daily
7.1.14 Inspection and Maintenance of Fire Extinguishers	Inspect & Sign Monthly/Service Annually and Replace As-Needed
7.1.15 Clean All Automated Parking Equipment	Daily
7.1.16 Maintenance and Repair of Gate Arms	N/A
7.1.17 Inspection of Lots	Daily
7.1.18 Clean EVSE Equipment	Daily

ANY ITEMS NOT ADDRESSED WITHIN THE SPECIFIED TIMEFRAME AND FREQUENCY MUST BE APPROVED BY THE COUNTY.

PARKING FACILITY SPECIFICATION SHEET

Los Angeles County Parking Facility #26
120 South Olive Street
Los Angeles, CA 90012

Days & Hours of Operation	
Monday thru Friday	6:30 AM to 9 PM
Saturday & Sunday	9:00 AM to 9 PM

Sufficient Coverage During Hours of Operation	
Monday - Friday	Saturday & Sunday
Cashiers	
6:30 AM to 11:00 PM	9:00 AM - 11:00 PM
6:30 AM to 11:00 AM	
Attendants	
Hourly as needed	
Supervisor	
(1) Supervisor will oversee 3 parking lots per shift and be Available during operational hours.	
Supervisor C	AP: 26,29,46

Type of Parking Facility: Revenue Share

Description: This facility is a surface lot. The facility has two entrance lanes and one exit lane.

Usage & Number of Spaces

Usage: Public

Parking Spaces: 229

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booth	Office
0	0	0	0	All	0	1	0

Notes

* Lot may require closure after 9 PM if needed to accommodate surrounding events.

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning - Power Broom Sweeper / Oil Spills, Automotive drips-leaks	Twice a week for Power Broom Sweeper. Within 1 Hour for oil, grease and liquid spills
7.1.2 Power Washing	Once a year on Scrub and once a year on high-Pressure Wash
7.1.3 Re-striping	One time re-stripe during contract term or as requested by County
7.1.4 Removal of Debris & Litter	Daily
7.1.5 Graffiti Removal / Paint	Within 4 Hours Of Notification
7.1.6 Lighting	Within 24 Hours Of Notification
7.1.7 Repair 1/2 Inch Pot Holes & Spalling Concrete	Within 24 Hours Of Notification
7.1.8 Cleaning of Restrooms	N/A
7.1.9 Cleaning of Stairwells, Elevators, Escalators, Ramps	Daily
7.1.10 Furnish, Replace and Install Damaged and Worn Signs as Needed	As-Needed
7.1.11 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.12 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	As-Needed
7.1.13 Maintain Attendant Booths/Office	Daily
7.1.14 Inspection and Maintenance of Fire Extinguishers	Inspect & Sign Monthly/Service Annually and Replace As-Needed
7.1.15 Clean All Automated Parking Equipment	Daily
7.1.16 Maintenance and Repair of Gate Arms	As-Needed
7.1.17 Inspection of Lots	Daily
7.1.18 Clean EVSE Equipment	N/A

ANY ITEMS NOT ADDRESSED WITHIN THE SPECIFIED TIMEFRAME AND FREQUENCY MUST BE APPROVED BY THE COUNTY.

PARKING FACILITY SPECIFICATION SHEET

Los Angeles County Parking Facility #95 - DCFS
20151 Nordhoff St
Chatsworth, CA 91311

Days & Hours of Operation

Monday thru Friday 8:00 AM to 5:00 PM

Sufficient Coverage During Hours of Operation

Attendants

(1) 8:00 AM to 5:00 PM

Cashiers

None

Supervisor

(1) Supervisor will oversee 4 parking lots per shift and be Available during operational hours.

Supervisor F AP: 76,95,96,97

Type of Parking Facility: Management Fee

Description: The facility is a surface lot. The facility has one entrance and one exit lane. Contractor provides staffing only for stack parking.

Usage & Number of Spaces

Usage: Employee/Public

Parking Spaces: 250

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booth	Office
0	0	0	0	All	0	0	0

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning - Power Broom Sweeper / Oil Spills, Automotive drips-leaks	N/A
7.1.2 Power Washing	N/A
7.1.3 Re-striping	N/A
7.1.4 Removal of Debris & Litter	N/A
7.1.5 Graffiti Removal / Paint	N/A
7.1.6 Lighting	N/A
7.1.7 Repair 1/2 Inch Pot Holes & Spalling Concrete	N/A
7.1.8 Cleaning of Restrooms	N/A
7.1.9 Cleaning of Stairwells, Elevators, Escalators, Ramps	N/A
7.1.10 Furnish, Replace and Install Damaged and Worn Signs as Needed	N/A
7.1.11 Furnish, Replace and Install Cones/Markers	N/A
7.1.12 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	N/A
7.1.13 Maintain Attendant Booths/Office	N/A
7.1.14 Inspection and Maintenance of Fire Extinguishers	N/A
7.1.15 Clean All Automated Parking Equipment	N/A
7.1.16 Maintenance and Repair of Gate Arms	N/A
7.1.17 Inspection of Lots	N/A
7.1.18 Clean EVSE Equipment	N/A

Additional Notes:

* Services include parking area in front of WVMHC, up to DCFS canopy.

* If/when needed, attendant will collect keys from vehicles that are tandem parked.

* Coverage requirements based on tenant's request.

PARKING FACILITY SPECIFICATION SHEET

Los Angeles County Parking Facility # 99 - Harbor UCLA Lots
100 West Carson St.
Torrance, CA 90509

Days & Hours of Operation

Monday thru Friday	6:30 AM to 6:30 PM (may vary by lot)
Afterhours Attendant	As needed

Sufficient Coverage During Hours of Operation

Valet Attendants

Varies by lot; minimum staffing requirements will be provided after execution of Contract.

Lot E: (1) 7:00 AM to 4:30 PM (as of 09/2023; subject to change)
Lot G: (2) 7:30 AM to 4:00 PM (as of 09/2023; subject to change)
Lot V: (2) 8:00 AM to 4:00 PM (as of 09/2023; subject to change)
PS-D: (5) 6:30 AM to 6:30 PM (as of 09/2023; subject to change)

Cashiers

None

Valet Supervisor

On-site during operational hours

Type of Parking Facility: Hourly Valet Service

Description: Various (surface and structure lots).

Usage & Number of Spaces (sample)

Usage: Authorized Visitor/Employee

Lot E: 20 tandem spaces

Lot G: 21 tandem spaces

Lot V: 30 tandem spaces

PS-D: 79 tandem spaces

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booths	Office
0	0	0	0	0	0	0	0

Maintenance

Frequency

Section 4.3.2 of SOW	Key Security System (plan due within 1 week of operationalizing each lot).	Revise as needed.
Section 7.0 of SOW	Section in its entirety does not apply to services being provided at this facility.	N/A

Additional Notes:

* Harbor UCLA project is expected to be completed in 2024. Upon project completion, this facility will be removed from the contract.

* Contractor to provide valet-type services at both lots.

* County reserves the right to add, delete, and modify parking lots in accordance with Section 10.0 of the Contract SOW.

* County will make every effort to provide at least one week notice of potential deletion of lots from the Contract.

* Staffing and operational hours may be reassessed and revised, if deemed necessary (to include more or less staffing and/or hours).

* Staffing for both lots shall be in accordance with agreed upon staffing plan, which may be revised on an as-needed basis.

* Contractor may submit invoice for startup costs for the purchase of necessary supplies (lock box, tickets, podiums, umbrellas, signs, disinfectant wipes, etc.).

* There shall be bilingual staff on-site at both lots all times (in English and preferably Spanish).

* Contractor's staff is subject to DHS health clearance (including COVID-19).

* Contractor shall provide timesheet records (at minimum, on a monthly basis, or more frequently as requested by the County) for billing reconciliation.

* Contractor shall provide a lockbox with remaining keys to on-site security; lockbox/keys shall include a log detailing key vehicle information being turned over.

* Attendant shall use disinfectant wipes to wipe surfaces touched inside/outside vehicles (or provide disinfectant wipes to customer).

* Daily tracking of vehicles; vacancy counts twice a day/lot; logs and vacancy counts shall be submitted to Parking Services at minimum on a monthly basis (or more frequently, if needed).

* Coverage requirements based on tenant's request.

PARKING FACILITY SPECIFICATION SHEET

Los Angeles County Parking Facility #97 - DPSS El Monte
3350 Aerojet Avenue
El Monte, CA 91731

Days & Hours of Operation	
Monday thru Friday	7:30 AM - 4:00 PM
*Minimum Coverage Requirements During Hours of	
*Attendants	
(1) 7:30 AM - 4:00 PM	
(1) 8:00 AM - 4:00 PM	
Supervisor	
(1) Supervisor will oversee 3 parking lots per shift and be Available during operational hours.	
Supervisor F	AP: 76,95,96,97

Type of Parking Facility: Management Fee

Description: This facility is a seven level above grade parking structure. The facility has one entrance and one exit. Contractor provides staffing only.

Usage & Number of Spaces

Usage: Employee/Public

Parking Spaces: 813

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booth	Office
0	0	0	0	0	0	0	0

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning - Power Broom Sweeper / Oil Spills, Automotive drips-leaks	N/A
7.1.2 Power Washing	N/A
7.1.3 Re-striping	N/A
7.1.4 Removal of Debris & Litter	N/A
7.1.5 Graffiti Removal / Paint	N/A
7.1.6 Lighting	N/A
7.1.7 Repair 1/2 Inch Pot Holes & Spalling Concrete	N/A
7.1.8 Cleaning of Restrooms	N/A
7.1.9 Cleaning of Stairwells, Elevators, Escalators, Ramps	N/A
7.1.10 Furnish, Replace and Install Damaged and Worn Signs as Needed	N/A
7.1.11 Furnish, Replace and Install Cones/Markers	N/A
7.1.12 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	N/A
7.1.13 Maintain Attendant Booths/Office	N/A
7.1.14 Inspection and Maintenance of Fire Extinguishers	N/A
7.1.15 Clean All Automated Parking Equipment	N/A
7.1.16 Maintenance and Repair of Gate Arms	N/A
7.1.17 Inspection of Lots	N/A
7.1.18 Clean EVSE Equipment	N/A

Additional Notes:

* The attendant at the entrance will ensure that the traffic keeps moving and no one stops to drop off. The attendant by the parking arm will ensure that the public does not enter.

* 7:30 AM attendant shall stay on the

* Coverage requirements based on tenant's request.

PARKING FACILITY SPECIFICATION SHEET

Los Angeles County Parking Facility #93
10025 East Flower Street
Bellflower, Ca 90706

Days & Hours of Operation	
Monday thru Friday	7:00 AM to 8:00 PM
Sufficient Coverage During Hours of Operation	
Monday - Friday	
Cashiers	
None	
Attendants	
(1) 7:00 AM - 12:00 PM	
(1) 12:00 PM - 8:00 PM	
Supervisor	
(1) Supervisor will oversee 3 parking lots per shift and be Available during operational hours.	
Supervisor E	AP: 87,89,93

Type of Parking Facility: Management Fee

Description: The facility is a three level above grade parking structure. The facility has one entrance and one exit lane. Contractor is responsible for providing maintenance of the lot (screening of vehicles is not required).

Usage & Number of Spaces
Usage: Public
Parking Spaces: 277

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booth	Office
3	2	0	0	All	0	0	0

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning - Power Broom Sweeper / Oil Spills, Automotive drips-leaks	Twice a week for Power Broom Sweeper. Within 1 Hour for oil, grease and liquid spills
7.1.2 Power Washing	Once a year on Scrub and once a year on high-Pressure Wash.
7.1.3 Re-striping	One time re-stripe during contract term or as requested by County (restriping must occur after lot has been power washed)
7.1.4 Removal of Debris & Litter	Daily
7.1.5 Graffiti Removal / Paint	Within 4 Hours Of Notification
7.1.6 Lighting	Within 24 Hours Of Notification
7.1.7 Repair 1/2 Inch Pot Holes & Spalling Concrete	Within 24 Hours Of Notification
7.1.8 Cleaning of Restrooms	N/A
7.1.9 Cleaning of Stairwells, Elevators, Escalators, Ramps	Daily
7.1.10 Furnish, Replace and Install Damaged and Worn Signs as Needed	As-Needed
7.1.11 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.12 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	As-Needed
7.1.13 Maintain Attendant Booths/Office	N/A
7.1.14 Inspection and Maintenance of Fire Extinguishers	Inspect & Sign Monthly/Service Annually and Replace As-Needed
7.1.15 Clean All Automated Parking Equipment	N/A
7.1.16 Maintenance and Repair of Gate Arms	N/A
7.1.17 Inspection of Lots	Daily
7.1.18 Clean EVSE Equipment	N/A

ANY ITEMS NOT ADDRESSED WITHIN THE SPECIFIED TIMEFRAME AND FREQUENCY MUST BE APPROVED BY THE COUNTY.

PARKING FACILITY SPECIFICATION SHEET

**Los Angeles County Parking Facility #54 - Probation
(Coliseum Events)**
1011 West Browning Street
Los Angeles, CA 90037

Days & Hours of Operation
Special Events
Sufficient Coverage During Hours of Operation
Cashiers
As needed
Attendants
As needed
Supervisor
Available during operational hours

Type of Parking Facility: Revenue

Description: This facility is a four-level above-grade parking structure. The facility has one entrance lane and one exit lane.

Usage & Number of Spaces
Usage: Special Events during non-business hours
Parking Spaces: 157

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booth	Office
0-Jan	0	0	0	0	0	0	0

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning - Power Broom Sweeper / Oil Spills, Automotive drips-leaks	N/A
7.1.2 Power Washing	N/A
7.1.3 Re-striping	N/A
7.1.4 Removal of Debris & Litter	Before and after Events - As-Needed
7.1.5 Graffiti Removal / Paint	N/A
7.1.6 Lighting	N/A
7.1.7 Repair 1/2 Inch Pot Holes & Spalling Concrete	N/A
7.1.8 Cleaning of Restrooms	N/A
7.1.9 Cleaning of Stairwells, Elevators, Escalators, Ramps	N/A
7.1.10 Furnish, Replace and Install Damaged and Worn Signs as Needed	N/A
7.1.11 Furnish, Replace and Install Cones/Markers	N/A
7.1.12 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	N/A
7.1.13 Maintain Attendant Booths/Office	N/A
7.1.14 Inspection and Maintenance of Fire Extinguishers	N/A
7.1.15 Clean All Automated Parking Equipment	N/A
7.1.16 Maintenance and Repair of Gate Arms	N/A
7.1.17 Inspection of Lots	N/A
7.1.18 Clean EVSE Equipment	N/A

ANY ITEMS NOT ADDRESSED WITHIN THE SPECIFIED TIMEFRAME AND FREQUENCY MUST BE APPROVED BY THE COUNTY.

PARKING FACILITY SPECIFICATION SHEET

Los Angeles County Parking Facility #46 - Adams & Grand
318 West Adams Boulevard
Los Angeles, CA 90007

Days & Hours of Operation	
Monday thru Friday	6:00 AM to 8:00 PM
*Minimum Coverage Requirements During Hours of Operation	
*Attendants	
(1) 6:00 AM - 3:00 PM	
(1) 6:30 AM - 4:00 PM	
(1) 4:00 PM - 8:00 PM	
Cashiers	
None	
Supervisor	
(1) Supervisor will oversee 3 parking lots per shift and be Available during operational hours.	
Supervisor C	AP: 26,29,46

Type of Parking Facility: Management Fee

Description: The facility is a two level above grade parking structure. The facility has two entrances and two exit lanes. The express ramp to the upper level has a key card reader.

Usage & Number of Spaces
Usage: Authorized Visitor/Employee
Parking Spaces: 1,146

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booth	Office
2	2	0	0	All	1	1	1

*Event Driven
* Lot is regularly utilized for events at USC, The Colosseum, and BMO Stadium.

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning - Power Broom Sweeper / Oil Spills, Automotive drips-leaks	Twice a week for Power Broom Sweeper. Within 1 Hour for oil, grease and
7.1.2 Power Washing	Once a year on Scrub and once a year on high-Pressure Wash.
7.1.3 Re-striping	One time re-stripe during contract term or as requested by County (restriping must occur after lot has been power washed)
7.1.4 Removal of Debris & Litter	Daily
7.1.5 Graffiti Removal / Paint	Within 4 Hours Of Notification
7.1.6 Lighting	Within 24 Hours Of Notification
7.1.7 Repair 1/2 Inch Pot Holes & Spalling Concrete	Within 24 Hours Of Notification
7.1.8 Cleaning of Restrooms	Daily
7.1.9 Cleaning of Stairwells, Elevators, Escalators, Ramps	Daily
7.1.10 Furnish, Replace and Install Damaged and Worn Signs as Needed	As-Needed
7.1.11 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.12 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	As-Needed
7.1.13 Maintain Attendant Booths/Office	Daily
7.1.14 Inspection and Maintenance of Fire Extinguishers	Inspect & Sign Monthly/Service Annually and Replace As-Needed
7.1.15 Clean All Automated Parking Equipment	Daily
7.1.16 Maintenance and Repair of Gate Arms	As-Needed
7.1.17 Inspection of Lots	Daily
7.1.18 Clean EVSE Equipment	Daily

ANY ITEMS NOT ADDRESSED WITHIN THE SPECIFIED TIMEFRAME AND FREQUENCY MUST BE APPROVED BY THE COUNTY.

PARKING FACILITIES MANAGEMENT SERVICES PRICING SCHEDULE

Parking Facility	Address	Type of Lot	Monthly Mgt Fee Effective 01/01/25 (Contract Year 1)	Monthly Mgt Fee Effective 01/01/26 (Contract Year 2)	Monthly Mgt Fee Effective 01/01/27 (Contract Year 3)	Monthly Mgt Fee Effective 01/01/28 (Contract Year 4)	Monthly Mgt Fee Effective 01/01/29 (Contract Year 5)	Monthly Mgt Fee Effective 01/01/30 (Contract Year 6, Option Year 1)	Monthly Mgt Fee Effective 01/01/31 & Beyond (Contract Year 7, Option Year 2 & Beyond)
10	145 North Broadway (Hall of Records)	Management	\$22,288.04	\$22,956.68	\$23,645.38	\$24,354.74	\$25,085.39	\$25,837.95	\$26,613.09
11A	220 North Broadway	Management	\$7,312.42	\$7,531.79	\$7,757.75	\$7,990.48	\$8,230.19	\$8,477.10	\$8,731.41
12	211 West Temple Street (Hall of Justice)	Management	\$27,627.95	\$28,456.79	\$29,310.49	\$30,189.81	\$31,095.50	\$32,028.37	\$32,989.22
16	111 South Grand Avenue (Walt Disney Concert Hall)	Management	\$130,434.86	\$134,347.91	\$138,378.34	\$142,529.69	\$146,805.58	\$151,209.75	\$155,746.04
18*	140 North Grand Avenue (Hall of Administration)	Management	\$8,372.55	\$8,623.73	\$8,882.44	\$9,148.91	\$9,423.38	\$9,706.08	\$9,997.26
22*	232 North Grand Avenue (Nate's Lot)	Management	\$4,824.89	\$4,969.64	\$5,118.73	\$5,272.29	\$5,430.46	\$5,593.37	\$5,761.17
29	313 North Figueroa (Health Services)	Management	\$22,661.61	\$23,341.46	\$24,041.70	\$24,762.95	\$25,505.84	\$26,271.02	\$27,059.15
45	725 North Spring Street (Chinatown)	Management	\$22,559.94	\$23,236.74	\$23,933.84	\$24,651.86	\$25,391.41	\$26,153.15	\$26,937.75
46	318 West Adams Boulevard (Adams & Grand)	Management	\$22,461.88	\$23,135.74	\$23,829.81	\$24,544.70	\$25,281.04	\$26,039.48	\$26,820.66
55	1601 Eastlake Avenue (Juvenile Hall)	Management	\$16,098.37	\$16,581.32	\$17,078.76	\$17,591.12	\$18,118.86	\$18,662.42	\$19,222.30
58	721 North Spring Street (Alameda Garage); <i>Temporarily closed since Aug 2020</i>	Management	\$11,299.67	\$11,638.66	\$11,987.82	\$12,347.45	\$12,717.88	\$13,099.41	\$13,492.40
75A	429 Bauchet Street (Men's Central Jail; lower level of 2-story, public)	Management	\$54,851.92	\$56,497.48	\$58,192.40	\$59,938.17	\$61,736.32	\$63,588.41	\$65,496.06
75B	429 Bauchet Street (Men's Central Jail; upper/VIP level of 2-story, employee)	Management	\$32,092.30	\$33,055.07	\$34,046.72	\$35,068.12	\$36,120.17	\$37,203.77	\$38,319.88
75C	498 Bauchet Street (Men's Central Jail, 10-story, employee)	Management	\$27,198.84	\$28,014.81	\$28,855.25	\$29,720.91	\$30,612.53	\$31,530.91	\$32,476.84
76	4837 East Third Street (East LA Civic Center)	Management	\$12,604.87	\$12,983.02	\$13,372.51	\$13,773.68	\$14,186.89	\$14,612.50	\$15,050.87
87	11705 Alameda St (Century Regional Detention Center, employee)	Management	\$29,694.54	\$30,585.38	\$31,502.94	\$32,448.03	\$33,421.47	\$34,424.11	\$35,456.83
87A	11705 South Alameda Street (Century Regional Detention Center, public)	Management	\$20,781.42	\$21,404.86	\$22,047.01	\$22,708.42	\$23,389.67	\$24,091.36	\$24,814.10
89	17600 Santa Fe Avenue	Management	\$13,939.00	\$14,357.17	\$14,787.89	\$15,231.52	\$15,688.47	\$16,159.12	\$16,643.89
93	10025 East Flower (Bellflower Court)	Management	\$12,673.20	\$13,053.40	\$13,445.00	\$13,848.35	\$14,263.80	\$14,691.71	\$15,132.46
95	20151 Nordhoff St. (DCFS)	Management	\$7,359.51	\$7,580.30	\$7,807.70	\$8,041.94	\$8,283.19	\$8,531.69	\$8,787.64
96A	7515 Van Nuys Boulevard	Management	\$37,624	\$38,752.93	\$39,915.51	\$41,112.98	\$42,346.37	\$43,616.76	\$44,925.26
97	3350 Aerojet Avenue	Management	\$12,087.99	\$12,450.63	\$12,824.15	\$13,208.87	\$13,605.14	\$14,013.29	\$14,433.69
1	2051 Marengo St. (LA General Hospital)	Management	\$179,222.82	\$184,599.50	\$190,137.49	\$195,841.61	\$201,716.86	\$207,768.37	\$214,001.42
Total Monthly Management Fee			\$736,072.79	\$758,154.97	\$780,899.62	\$804,326.61	\$828,456.41	\$853,310.10	\$878,909.41

Parking Facility	Address	Type of Lot	Monthly Revenue Sharing Effective 01/01/25 (Contract Year 1)	Monthly Revenue Sharing Effective 01/01/26 (Contract Year 2)	Monthly Revenue Sharing Effective 01/01/27 (Contract Year 3)	Monthly Revenue Sharing Effective 01/01/28 (Contract Year 4)	Monthly Revenue Sharing Effective 01/01/29 (Contract Year 5)	Monthly Revenue Sharing Effective 01/01/30 (Contract Year 6, Option Year 1)	Monthly Revenue Sharing Effective 01/01/31 & Beyond (Contract Year 7, Option Year 2 & Beyond)
14	135 North Grand Avenue (The Music Center)	Revenue Share	36.00%	36.75%	37.75%	38.50%	39.50%	40.50%	41.50%
26	120 South Olive Street	Revenue Share	36.00%	36.75%	37.75%	38.50%	39.50%	40.50%	41.50%
54	1011 Browning Boulevard (Coliseum)	Revenue Share	36.00%	36.75%	37.75%	38.50%	39.50%	40.50%	41.50%
58A	721 North Spring Street (Alameda Garage; Special Event Revenue, non-business hours); <i>Temporarily closed since Aug 2020</i>	Revenue Share	43.00%	43.75%	44.75%	45.50%	46.50%	47.50%	48.50%
46E	318 West Adams Boulevard (Adams & Grand, Special Event Revenue, non-business hours)	Revenue Share	43.00%	43.75%	44.75%	45.50%	46.50%	47.50%	48.50%
87AE	11703 South Alameda Street (Century Regional Detention Center- Special Event Revenue, non-business hours)	Revenue Share	43.00%	43.75%	44.75%	45.50%	46.50%	47.50%	48.50%
Total Monthly Revenue Sharing %			See Above	See Above	See Above	See Above	See Above	See Above	See Above

Parking Facility	Address	Type of Lot
99	1000 W. Carson St., Torrance (HUCLA)	As Needed (Hourly Rate)

Hourly Rates	Hourly Rates Effective 01/01/25	Hourly Rates Effective 01/01/26 and Beyond
Supervisor	<u>\$36.47</u>	<u>\$38.29</u>
Attendant	\$34.82	\$36.64
Cashier	<u>\$34.82</u>	\$36.64
Valet Attendant	\$34.82	\$36.64
Valet Supervisor	\$36.47	\$38.29

COUNTY'S ADMINISTRATION

CONTRACT NO. [Click or tap here to enter text.](#)

COUNTY'S PROJECT DIRECTOR:

Name:	Christie Carr
Title:	Contracts Division Manager
Address:	1100 N. Eastern Ave.
	Los Angeles, CA 90063
Telephone:	323-267-3101
E-mail Address:	ccarr@isd.lacounty.gov

COUNTY'S CONTRACT ANALYST:

Name:	Kathy Gomez
Address:	1100 N. Eastern Ave.
	Los Angeles, CA 90063
Telephone:	323-607-146
E-mail Address:	kgomez@isd.lacounty.gov

COUNTY'S PROJECT MANAGER:

Name:	Catherine Teng
Title:	Section Manager, Parking Services
Address:	500 West Temple St., Room B-95
	Los Angeles, CA 90012
Telephone:	213-974-9505
E-mail Address:	cteng@isd.lacounty.gov

COUNTY'S PROJECT MONITOR:

Name:	Various
Title:	Contract Monitors, Parking Services
Address:	500 West Temple St., Room B-95
	Los Angeles, CA 90012
Telephone:	213-974-9505
E-mail Address:	Various

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: PCAM, LLC
CONTRACT NO. PARKING FACILITIES MANAGEMENT SERVICES

CONTRACTOR'S PROJECT MANAGER:

Name: Enrique Espin Jr.
Title: Director of Operations
Address: 3165 Garfield Ave.
Commerce, CA 90040
Telephone: 323-552-4468
E-mail Address: eespin@parkpca.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Eric Chaves
Title: President
Address: 3165 Garfield Ave.
Commerce, CA 90040
Telephone: 562-547-8466
E-mail Address: echaves@parkpca.com

Name: Joseph "Pep" Valdes
Title: Executive Vice President
Address: 3165 Garfield Ave.
Commerce, CA 90040
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Name: Aaron Chaves
Title: Vice President of Operations
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Commerce, CA 90040
Telephone: 949-235-3773
E-mail Address: aaronchaves@parkpca.com

NOTICES TO CONTRACTOR:

Name: Eric Chaves
Title: President
Address: 3165 Garfield Ave.
Commerce, CA 90040
Telephone: 562-547-8466
E-mail Address: echaves@parkpca.com

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: _____ Contract No _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

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

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

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

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

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

Any fire station. Any hospital. Any time.

1.877.222.9723



BabySafeLA.org

No shame | No blame | No names



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

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

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

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

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

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



BabySafeLA.org

No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

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

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

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

Do you need to call ahead before surrendering a baby?

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

What information needs to be provided?

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

How can a parent get a baby back?

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

If you're unsure of what to do:

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

1.877.222.9723 or BabySafeLA.org

English, Spanish, and 140 other languages spoken.

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

PAYROLL STATEMENT OF COMPLIANCE

I, _____ (Name of Owner or Company Representative) _____ (Title)

Do hereby state:

That I pay or supervise the payment of the persons employed by (Contractor/Subcontractor) on the _____ (contract) that during the payroll period commencing on the _____ (day) of _____ (Month and Year) and ending the _____ (day) of _____ (Month and Year), all persons employed on said work site have been paid the full weekly wages earned, that no rebates have been or will be made, either directly or indirectly, to or on behalf of _____ (Contractor/Subcontractor) from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly, from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title

Owner or Company Representative Signature:

Date:

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.

ISD PARKING SERVICES COUNTY PARKING FACILITIES

FACILITY NUMBER	ADDRESS	TYPE OF PARKING FACILITY
10	145 North Broadway (Hall of Records)	Management Fee
11A	220 North Broadway	Management Fee
12	211 West Temple Street (Hall of Justice)	Management Fee
16	111 South Grand Avenue (Walt Disney Concert Hall)	Management Fee
18	140 North Grand Avenue (Hall of Administration)	Management Fee
22	232 North Grand Avenue (Nate's Lot)	Management Fee
29	313 North Figueroa (Health Services)	Management Fee
45	725 North Spring Street (Chinatown)	Management Fee
46	318 West Adams Boulevard (Adams & Grand)	Management Fee
55	1601 Eastlake Avenue (Juvenile Hall)	Management Fee
75A	429 Bauchet Street (Men's Central Jail; lower level of 2-story, public)	Management Fee
75B	429 Bauchet Street (Men's Central Jail; upper/VIP level of 2-story, employee)	Management Fee
75C	498 Bauchet Street (Men's Central Jail, 10-story, employee)	Management Fee
76	4837 East Third Street (East LA Civic Center)	Management Fee
87	11705 Alameda St (Century Regional Detention Center, employee)	Management Fee
87A	11705 South Alameda Street (Century Regional Detention Center, public)	Management Fee
89	17600 Santa Fe Avenue	Management Fee
93	10025 East Flower (Bellflower Court)	Management Fee
95	20151 Nordhoff St. (DCFS)	Management Fee
96A	7515 Van Nuys Boulevard	Management Fee
97	3350 Aerojet Avenue	Management Fee
1	2051 Maregon St. (LA General Hospital)	Management Fee
14	135 North Grand Avenue (The Music Center)	Revenue Share
26	120 South Olive Street	Revenue Share
54	1011 Browning Boulevard (Coliseum)	Revenue Share
46E	318 West Adams Boulevard (Adams & Grand, Special Event Revenue, non-business hours)	Revenue Share
87AE	11703 South Alameda Street (Century Regional Detention Center-Special Event Revenue, non-business hours)	Revenue Share

COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT

PROP A COST ANALYSIS
PROP A CONTRACT SERVICES (ALL REGIONS) - PARKING COMPANY OF AMERICA
MARCH 1, 2025-FEBRUARY 28,2026

CONTRACT REGION & PAYMENT STRUCTURE		ESTIMATED ANNUAL CONTRACT COSTS	ITEM NO	CLASSIFICATION ^(a)	PROPOSED COUNTY STAFFING ^(b)	PWH ADJUSTED TOTAL	STAFFING BASED ON PWH	(a) ANNUAL SALARIES	(b) TOP STEP VARIANCE ^(c) (a)x95.3657%	(c) EMPLOYEE BENEFITS ^(d) (b)x49.132%	(d) BONUS ALLOWANCE ^(e)	TOTAL ANNUAL SALARIES AND EMPLOYEE BENEFITS (b) + (c)
All Parking Lots												
Monthly Management Fee	\$	8,877,037.85	5993	PARKING LOT ATTENDANT (DAY) ^(a)	57	68.10	61	\$2,841,294.60	\$ 2,709,620.48	\$1,331,290.74	\$ -	\$ 4,040,911.22
Revenue Sharing ^(b)			5993	PARKING LOT ATTENDANT (NIGHT)	61	72.88	73	\$3,400,237.80	\$ 3,246,370.24	\$1,617,796.14	\$ 127,093.00	\$ 4,864,166.38
AP 14	\$	1,623,428.49	6003	CONTRACT MONITOR SUPVR,PKG SVS,ISD	15	17.92	16	\$1,190,102.40	\$ 1,136,247.89	\$ 566,237.77	\$ -	\$ 1,702,485.66
AP 26	\$	276,774.33	4229	CONTRACT PROGRAM MONITOR ^(a)				\$ -	\$ -	\$ -	\$ -	\$ -
AP 54 ^(b)	\$	-	0577	ACCOUNT CLERK	1	1.19	2	\$114,547.68	\$ 109,364.81	\$ 54,500.54	\$ -	\$ 163,864.71
AP 58A	\$	2,262.10	1253	CASHER	2	2.39	3	\$157,994.28	\$ 150,844.72	\$ 75,171.96	\$ -	\$ 226,016.68
AP 46E	\$	29,246.59	1254	INTERMEDIATE CASHIER	1	1.19	2	\$117,120.00	\$ 111,820.09	\$ 55,724.42	\$ -	\$ 167,544.51
AP 87AE	\$	614.10										
As-Needed Services ^(b)	\$	-										
					137.00	163.68	157.00	\$7,821,296.76	\$ 7,464,267.59	\$3,700,721.57	\$ 127,093.00	\$ 11,164,989.16
TOTAL ANNUAL ESTIMATED CONTRACTOR COSTS		\$ 10,809,363.46	ANNUAL LABOR COSTS						\$ 7,464,267.59	\$3,700,721.57	\$ 127,093.00	\$ 11,164,989.16
			ANNUAL VEHICLE/EQUIPMENT COSTS ^(b)									\$ 28,909.97
			ANNUAL SERVICES AND SUPPLIES COSTS ⁽¹⁾⁽ⁱ⁾									\$ 1,037,382.88
			ANNUAL INDIRECT COSTS ^(b)									\$ 370,207.90
			TOTAL ESTIMATED AVOIDABLE COSTS									\$ 12,601,489.91
			ONE-TIME START-UP COSTS ^{(1)(b) (1)(d)}									\$ 155,611.87

1741 24-25 Productive Work Hours (PWH)
0.49132 24-25 Budgeted EB (deducted OPEB Contributions, Unemployment Insurance, Retiree Insurance, Disability)
0.953657 24-25 Top Step Variance

COST SAVINGS

	All Regions
TOTAL ESTIMATED AVOIDABLE COSTS:	\$ 12,601,489.91
TOTAL ESTIMATED CONTRACT COSTS:	\$ 10,809,363.46
ESTIMATED SAVINGS FROM CONTRACTING:	\$ 1,792,126.45
ESTIMATED SAVINGS PERCENTAGE:	14.22%
TOTAL ESTIMATED ONE-TIME START-UP COSTS:	\$ 155,611.87

FOOTNOTES:

- [1] Total proposed contract cost may increase/decrease, since more adjusted gross revenue (Gross Revenue - LA City Tax = Adjusted Revenue) for revenue sharing parking lots is variable.
- [2] Adjusted revenue from FY 23-24. Actual revenue sharing costs may vary based on actual adjusted gross revenue received throughout the contract period.
- [3] We calculated total FTEs and day/night position needs based on staffing schedules and total hours estimates provided by ISD. We rounded partial positions up, since the County would not employ part-time staff. See Staffing plan table.
- [4] Proposed County staff classifications are generally consistent with the services outlined in the RFP. The classifications also appear to be equivalent to the type of staff used by the contractor.
- [5] Monthly salary rates are based on the maximum salaries listed in the Los Angeles County Civil and Salary Listing as of 10/1/24 and/or applicable MOUs. We confirmed MOUs currently do not include any applicable COLAs. Top Step Variance Factor for ISD FY 2024-25 is 95.3657%.
- [6] Department used the Auditor-Controller FY 2024-25 budgeted employee benefit rate of 60.080% and deducted OPEB Contributions, Unemployment Insurance, Retirement Insurance, Disability from the rate to arrive at an employee benefit rate of 49.834% (60.080% - 1.422% -0.015% - 6.133% - 0.658% = 49.132%). These amounts were deducted because they are not avoidable costs to the County.
- [7] Per MOU between Contractor and Bargaining Unit #1, Parking Lot Attendants are entitled to an hourly bonus of \$1 per hour worked during evening (5/8 between 4pm and 1pm) or night (5/8 between 9pm and 8am) shifts. We calculated the bonus for PWHs is (\$141).
- [8] We did not include the Contract Monitor position because the Contract Program Monitor would remain in place regardless of whether the Department contracts out the services. The Department indicated that their Contract Program Monitor is currently fully dedicated to overseeing the existing contract and would continue to monitor the program if the services were brought in-house.
- [9] We subtracted eight from the total FTEs for Parking Lot Attendants, because the Department indicated they currently have eight staff members in this role.
- [10] The department indicated that the annual vehicle and equipment costs include the purchase of new vehicles and electric carts. Vehicles are depreciated over four years, while electric carts are depreciated over three years. For more details, please refer to the "Cost Breakdown" tab.
- [11] Annual Services and Supplies costs includes Uniforms, Cell Phones, Drinking Water for employees, Tickets, Facility Maintenance, etc. See Cost Breakdown tab for details.
- [12] Annual Indirect Costs include salaries for Administrative staff.
- [13] Department indicated start-up costs consist of exam administration costs, training, computers, cell phones, cones, tablets, key box for valet services, supplies for maintenance (e.g., brooms, mops).
- [14] Avoidable start-up costs should be differentiated from ongoing costs. Therefore, to more accurately show the County's Total Estimated Avoidable Costs for the year and Estimated Savings from Contracting, we are separately reporting one-time start-up costs.
- [15] We will exclude the cost of As-Needed Services from this analysis because it was not included in the contractor's proposal. Additionally, since the County is responsible for this cost regardless of whether the service is contracted out or handled in-house, it is unavoidable and not avoidable.
- [16] The Contractor did not include an estimated amount for this lot because it is only used for special events in the area. While there were special events in the area last year, none required the lot to be opened. The Department clarified that it does not oversee this lot but has an agreement with the Probation Department to utilize it for special events. Additionally, there was no activity for this lot during the last fiscal year.

COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT

PROP A COST ANALYSIS
PROP A CONTRACT SERVICES (ALL REGIONS) - PARKING COMPANY OF AMERICA
MARCH 1, 2026-FEBRUARY 28,2027

CONTRACT REGION & PAYMENT STRUCTURE	ESTIMATED ANNUAL CONTRACT COSTS	ITEM NO	CLASSIFICATION ^[4]	PROPOSED COUNTY STAFFING ^[5]	PWH ADJUSTED TOTAL	STAFFING BASED ON PWH	(a) ANNUAL SALARIES	(b) TOP STEP VARIANCE ^[6] (a)x95.3657%	(c) EMPLOYEE BENEFITS ^[6] (b)x49.132%	(d) BONUS ALLOWANCE ^[7]	TOTAL ANNUAL SALARIES AND EMPLOYEE BENEFITS (b) + (c)
All Parking Lots											
Monthly Management Fee	\$ 9,143,348.98	5993	PARKING LOT ATTENDANT (DAY) ^[8]	57	68.10	61	\$2,841,294.60	\$ 2,709,620.48	\$1,331,290.74	\$ -	\$ 4,040,911.22
Revenue Sharing ^[9]		5993	PARKING LOT ATTENDANT (NIGHT)	61	72.88	73	\$3,400,237.80	\$ 3,246,370.24	\$1,617,796.14	\$ 127,093.00	\$ 4,864,166.38
AP 14	\$ 1,623,428.49	6003	CONTRACT MONITOR SUPVR,PKG SVS,ISD	15	17.92	16	\$1,190,102.40	\$ 1,136,247.89	\$ 568,237.77	\$ -	\$ 1,702,485.66
AP 26	\$ 276,774.33	4229	CONTRACT PROGRAM MONITOR ^[8]				\$ -	\$ -	\$ -	\$ -	\$ -
AP 54 ^[10]	\$ -	0577	ACCOUNT CLERK	1	1.19	2	\$ 114,547.68	\$ 109,364.17	\$ 54,500.54	\$ -	\$ 163,864.71
AP 58A	\$ 2,262.10	1253	CASHER	2	2.39	3	\$ 157,994.28	\$ 150,844.72	\$ 75,171.96	\$ -	\$ 226,016.68
AP 46E	\$ 29,246.59	1254	INTERMEDIATE CASHIER	1	1.19	2	\$ 117,120.00	\$ 111,820.09	\$ 55,724.42	\$ -	\$ 167,544.51
AP 87AE	\$ 614.10										
As-Needed Services ^[10]	\$ -										
				137.00	163.68	157.00	\$7,821,296.76	\$ 7,464,267.59	\$3,700,721.57	\$ 127,093.00	\$ 11,164,989.16
TOTAL ANNUAL ESTIMATED CONTRACTOR COSTS \$ 11,075,674.59											
ANNUAL LABOR COSTS \$ 7,464,267.59 \$3,700,721.57 \$ 127,093.00 \$ 11,164,989.16											
ANNUAL VEHICLE/EQUIPMENT COSTS ^[10] \$ 28,009.97											
ANNUAL SERVICES AND SUPPLIES COSTS ^[11] \$ 1,037,382.88											
ANNUAL INDIRECT COSTS ^[12] \$ 370,207.90											
TOTAL ESTIMATED AVOIDABLE COSTS \$ 12,601,489.91											
ONE-TIME START-UP COSTS ^[13] ^[14] \$ -											

COST SAVINGS

	All Regions
TOTAL ESTIMATED AVOIDABLE COSTS:	\$ 12,601,489.91
TOTAL ESTIMATED CONTRACT COSTS:	\$ 11,075,674.59
ESTIMATED SAVINGS FROM CONTRACTING:	\$ 1,525,815.31

ESTIMATED SAVINGS PERCENTAGE: 12.11%

TOTAL ESTIMATED ONE-TIME START-UP COSTS: \$ -

FOOTNOTES:

- [1] Total proposed contract cost may increase/decrease, since monthly adjusted gross revenue (Gross Revenue - L.A. City Tax = Adjusted Revenue) for revenue sharing parking lots is variable.
- [2] Adjusted revenue from FY 23-24. Actual revenue sharing costs may vary based on actual adjusted gross revenue received throughout the contract period.
- [3] We calculated total FTEs and day/night position needs based on staffing schedules and total hours estimates provided by ISD. We rounded partial positions (over 0.2) up, since the County would not employ part-time staff. See Staffing plan tab.
- [4] Proposed County staff classifications are generally consistent with the services outlined in the RFP. The classifications also appear to be equivalent to the type of staff used by the contractor. Monthly salary rates are based on the maximum salaries listed in the Los Angeles County Class and Salary Listing as of 10/1/24 and/or applicable MOUs. We confirmed MOUs currently do not include any applicable COLAs. Top Step Variance Factor for ISD FY 2024-25 is 95.3657%.
- [5] Department used the Auditor-Controller FY 2024-25 budgeted employee benefit rate of 60.080% and deducted OPEB Contributions, Unemployment Insurance, Retiree Insurance, Disability from the rate to arrive at an employee benefit rate of 49.834% (60.080% - 4.142% - 0.015% - 6.133% - 0.658% = 49.132%). These amounts were deducted because they are not avoidable costs to the County.
- [6] Per MOU between County and Bargaining Unit 431, Parking Lot Attendants are entitled to an hourly bonus of \$1 per hour worked during evening (5/8 between 4pm and 11pm) or night (5/8 between 9pm and 8am) shifts. We calculated the bonus for PWH's (1741).
- [7] We did not include the Contract Monitor position because the Contract Program Monitor would remain in place regardless of whether the Department contracts out the services. The Department indicated that their Contract Program Monitor is currently fully dedicated to overseeing the existing contract and would continue to monitor the program if the services were brought in-house.
- [8] We subtracted eight from the total FTEs for Parking Lot Attendants, because the Department indicated they currently have eight staff members in this role.
- [9] The department indicated that the annual vehicle and equipment costs include the purchase of new vehicles and electric carts. Vehicles are depreciated over four years, while electric carts are depreciated over three years. For more details, please refer to the "Cost Breakdown" tab.
- [10] Annual Services and Supplies Costs includes Uniforms, Cell Phones, Drinking Water for employees, Tickets, Facility Maintenance, etc. See Cost Breakdown tab for details.
- [11] Annual Indirect Costs include salaries for Administrative staff.
- [12] Department indicated start-up costs consist of exam administration costs, training, computers, cell phones, cones, tablets, key box for valet services, supplies for maintenance (e.g., brooms, mops).
- [13] Avoidable start-up costs should be differentiated from ongoing costs. Therefore, to more accurately show the County's Total Estimated Avoidable Costs for the year and Estimated Savings from Contracting, we are separately reporting one-time start-up costs.
- [14] We will exclude the cost of As-Needed Services from this analysis because it was not included in the contractor's proposal. Additionally, since the County is responsible for this cost regardless of whether the service is contracted out or handled in-house, it is unavoidable and should be excluded.
- [15] The Contractor did not include an estimated amount for this lot because it is only used for special events in the area. While there were special events in the area last year, none required the lot to be opened. The Department clarified that it does not oversee this lot but has an agreement with the Probation Department to utilize it for special events. Additionally, there was no activity for this lot during the last fiscal year.
- [16]

1741 24-25 Productive Work Hours (PWH)
0.49132 24-25 Budgeted EB (deducted OPEB Contributions, Unemployment Insurance, Retiree Insurance, Disability)
0.953657 24-25 Top Step Variance

COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT

PROP A COST ANALYSIS
PROP A CONTRACT SERVICES (ALL REGIONS) - PARKING COMPANY OF AMERICA
MARCH 1, 2027-FEBRUARY 29,2028

CONTRACT REGION & PAYMENT STRUCTURE	ESTIMATED ANNUAL CONTRACT COSTS	ITEM NO	CLASSIFICATION ^[4]	PROPOSED COUNTY STAFFING ^[3]	PWH ADJUSTED TOTAL	STAFFING BASED ON PWH	(a) ANNUAL SALARIES	(b) TOP STEP VARIANCE ^[3] (a)x95.3657%	(c) EMPLOYEE BENEFITS ^[3] (b)x49.132%	(d) BONUS ALLOWANCE ^[3]	TOTAL ANNUAL SALARIES AND EMPLOYEE BENEFITS (b) + (c)
All Parking Lots											
Monthly Management Fee	\$ 9,417,649.45	5993	PARKING LOT ATTENDANT (DAY) ^[3]	57	68.10	61	\$2,841,294.60	\$ 2,709,620.48	\$1,331,290.74	\$ -	\$ 4,040,911.22
Revenue Sharing ^[3]		5993	PARKING LOT ATTENDANT (NIGHT)	61	72.88	73	\$3,400,237.80	\$ 3,246,370.24	\$1,617,796.14	\$ 127,093.00	\$ 4,864,166.38
AP 14	\$ 1,623,428.49	6003	CONTRACT MONITOR SUPVR,PKG SVS.ISD	15	17.92	16	\$1,190,102.40	\$ 1,138,247.89	\$ 568,237.77	\$ -	\$ 1,702,485.66
AP 26	\$ 276,774.33	4229	CONTRACT PROGRAM MONITOR ^[3]				\$ -	\$ -	\$ -	\$ -	\$ -
AP 54 ^[14]	\$ -	0577	ACCOUNT CLERK	1	1.19	2	\$ 114,547.68	\$ 109,364.17	\$ 54,500.54	\$ -	\$ 163,864.71
AP 58A	\$ 2,262.10	1253	CASHER	2	2.39	3	\$ 157,994.28	\$ 150,844.72	\$ 75,171.96	\$ -	\$ 226,016.68
AP 46E	\$ 29,246.59	1254	INTERMEDIATE CASHIER	1	1.19	2	\$ 117,120.00	\$ 111,820.09	\$ 55,724.42	\$ -	\$ 167,544.51
AP 87AE	\$ 614.10										
As-Needed Services ^[15]	\$ -										
				137.00	163.68	157.00	\$7,821,296.76	\$ 7,464,267.59	\$3,700,721.57	\$ 127,093.00	\$ 11,164,989.16
TOTAL ANNUAL ESTIMATED CONTRACTOR COSTS	\$ 11,349,975.06		ANNUAL LABOR COSTS				\$ 7,464,267.59	\$3,700,721.57	\$ 127,093.00		\$ 11,164,989.16
			ANNUAL VEHICLE/EQUIPMENT COSTS ^[16]								\$ 28,009.97
			ANNUAL SERVICES AND SUPPLIES COSTS ^[11]								\$ 1,037,382.88
			ANNUAL INDIRECT COSTS ^[12]								\$ 370,207.90
			TOTAL ESTIMATED AVOIDABLE COSTS								\$ 12,601,489.91
			ONE-TIME START-UP COSTS ^[13] ^[14]								\$ -

COST SAVINGS

	All Regions
TOTAL ESTIMATED AVOIDABLE COSTS:	\$ 12,601,489.91
TOTAL ESTIMATED CONTRACT COSTS:	\$ 11,349,975.06
ESTIMATED SAVINGS FROM CONTRACTING:	\$ 1,251,514.84
ESTIMATED SAVINGS PERCENTAGE:	9.93%
TOTAL ESTIMATED ONE-TIME START-UP COSTS:	\$ -

FOOTNOTES:

- [1] Total proposed contract cost may increase/decrease, since monthly adjusted gross revenue (Gross Revenue - L.A. City Tax - Adjusted Revenue) for revenue sharing parking lots is variable.
- [2] Adjusted revenue from FY 23-24. Actual revenue sharing costs may vary based on actual adjusted gross revenue received throughout the contract period.
- [3] We calculated total FTEs and day/night position needs based on staffing schedules and total hours estimates provided by ISD. We rounded partial positions (over 0.2) up, since the County would not employ part-time staff. See Staffing plan tab.
- [4] Proposed County staff classifications are generally consistent with the services outlined in the RFP. The classifications also appear to be equivalent to the type of staff used by the contractor. Monthly salary rates are based on the maximum salaries listed in the Los Angeles County Class and Salary Listing as of 10/1/24 and/or applicable MOUs. We confirmed MOUs currently do not include any applicable COLAs. Top Step Variance Factor for ISD FY 2024-25 is 95.3657%.
- [5] Department used the Auditor-Controller FY 2024-25 budgeted employee benefit rate of 60.080% and deducted OPEB Contributions, Unemployment Insurance, Retiree Insurance, Disability from the rate to arrive at an employee benefit rate of 49.834% (60.080% - 4.142% - 0.015% - 6.133% - 0.658% = 49.132%). These amounts were deducted because they are not avoidable costs to the County.
- [6] Per MOU between County and Bargaining Unit 431, Parking Lot Attendants are entitled to an hourly bonus of \$1 per hour worked during evening (5/8 between 4pm and 11pm) or night (5/8 between 9pm and 8am) shifts. We calculated the bonus for PWH's (1741).
- [7] We did not include the Contract Monitor position because the Contract Program Monitor would remain in place regardless of whether the Department contracts out the services. The Department indicated that their Contract Program Monitor is currently fully dedicated to overseeing the existing contract and would continue to monitor the program if the services were brought in-house.
- [8] We subtracted eight from the total FTEs for Parking Lot Attendants, because the Department indicated they currently have eight staff members in this role.
- [9] The department indicated that the annual vehicle and equipment costs include the purchase of new vehicles and electric carts. Vehicles are depreciated over four years, while electric carts are depreciated over three years. For more details, please refer to the
- [10] "Cost Breakdown" tab.
- [11] Annual Services and Supplies Costs includes Uniforms, Cell Phones, Drinking Water for employees, Tickets, Facility Maintenance, etc. See Cost Breakdown tab for details.
- [12] Annual Indirect Costs include salaries for Administrative staff.
- [13] Department indicated start-up costs consist of exam administration costs, training, computers, cell phones, cones, tablets, key box for valet services, supplies for maintenance (e.g., brooms, mops).
- [14] Avoidable start-up costs should be differentiated from ongoing costs. Therefore, to more accurately show the County's Total Estimated Avoidable Costs for the year and Estimated Savings from Contracting, we are separately reporting one-time start-up costs.
- [15] We will exclude the cost of As-Needed Services from this analysis because it was not included in the contractor's proposal. Additionally, since the County is responsible for this cost regardless of whether the service is contracted out or handled in-house, it is unavoidable and should be excluded.
- [16] The Contractor did not include an estimated amount for this lot because it is only used for special events in the area. While there were special events in the area last year, none required the lot to be opened. The Department clarified that it does not oversee this lot but has an agreement with the Probation Department to utilize it for special events. Additionally, there was no activity for this lot during the last fiscal year.

COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT

PROP A COST ANALYSIS
PROP A CONTRACT SERVICES (ALL REGIONS) - PARKING COMPANY OF AMERICA
MARCH 1, 2028-FEBRUARY 28,2029

CONTRACT REGION & PAYMENT STRUCTURE	ESTIMATED ANNUAL CONTRACT COSTS	ITEM NO	CLASSIFICATION ^[4]	PROPOSED COUNTY STAFFING ^[3]	PWH ADJUSTED TOTAL	STAFFING BASED ON PWH	(a) ANNUAL SALARIES	(b) TOP STEP VARIANCE ^[6] (a)x95.3657%	(c) EMPLOYEE BENEFITS ^[6] (b)x49.132%	(d) BONUS ALLOWANCE ^[7]	TOTAL ANNUAL SALARIES AND EMPLOYEE BENEFITS (b) + (c)
All Parking Lots											
Monthly Management Fee	\$ 9,700,178.94	5993	PARKING LOT ATTENDANT (DAY) ^[6]	57	68.10	61	\$2,841,294.60	\$ 2,709,620.48	\$1,331,290.74	\$ -	\$ 4,040,911.22
Revenue Sharing ^[4]		5993	PARKING LOT ATTENDANT (NIGHT)	61	72.88	73	\$3,400,237.80	\$ 3,246,370.24	\$1,617,796.14	\$ 127,093.00	\$ 4,864,166.38
AP 14	\$ 1,623,428.49	6003	CONTRACT MONITOR SUPVR,PKG SVS,ISD	15	17.92	16	\$1,190,102.40	\$ 1,138,247.89	\$ 568,237.77	\$ -	\$ 1,702,485.66
AP 26	\$ 276,774.33	4229	CONTRACT PROGRAM MONITOR ^[8]				\$ -	\$ -	\$ -	\$ -	\$ -
AP 54 ^[14]	\$ -	0577	ACCOUNT CLERK	1	1.19	2	\$ 114,547.68	\$ 109,364.17	\$ 54,500.54	\$ -	\$ 163,864.71
AP 58A	\$ 2,262.10	1253	CASHIER	2	2.39	3	\$ 157,994.28	\$ 150,844.72	\$ 75,171.96	\$ -	\$ 226,016.68
AP 46E	\$ 29,246.59	1254	INTERMEDIATE CASHIER	1	1.19	2	\$ 117,120.00	\$ 111,820.09	\$ 55,724.42	\$ -	\$ 167,544.51
AP 87AE	\$ 614.10										
As-Needed Services ^[15]	\$ -										
				137.00	163.68	157.00	\$7,821,296.76	\$ 7,464,267.59	\$3,700,721.57	\$ 127,093.00	\$ 11,164,989.16
TOTAL ANNUAL ESTIMATED CONTRACTOR COSTS	\$ 11,632,504.55		ANNUAL LABOR COSTS				\$ 7,464,267.59	\$3,700,721.57	\$ 127,093.00		\$ 11,164,989.16
			ANNUAL VEHICLE/EQUIPMENT COSTS ^[10]								\$ 20,867.23
			ANNUAL SERVICES AND SUPPLIES COSTS ^[11]								\$ 973,981.54
			ANNUAL INDIRECT COSTS ^[12]								\$ 370,207.90
			TOTAL ESTIMATED AVOIDABLE COSTS								\$ 12,530,045.84
			ONE-TIME START-UP COSTS ^[13] ^[14]								\$ -

COST SAVINGS

	All Regions
TOTAL ESTIMATED AVOIDABLE COSTS:	\$ 12,530,045.84
TOTAL ESTIMATED CONTRACT COSTS:	\$ 11,632,504.55
ESTIMATED SAVINGS FROM CONTRACTING:	\$ 897,541.29
ESTIMATED SAVINGS PERCENTAGE:	7.16%
TOTAL ESTIMATED ONE-TIME START-UP COSTS:	\$ -

FOOTNOTES:

- [1] Total proposed contract cost may increase/decrease, since monthly adjusted gross revenue (Gross Revenue - L.A. City Tax - Adjusted Revenue) for revenue sharing parking lots is variable.
- [2] Adjusted revenue from FY 23-24. Actual revenue sharing costs may vary based on actual adjusted gross revenue received throughout the contract period.
- [3] We calculated total FTEs and day/night position needs based on staffing schedules and total hours estimates provided by ISD. We rounded partial positions (over 0.2) up, since the County would not employ part-time staff. See Staffing plan tab.
- [4] Proposed County staff classifications are generally consistent with the services outlined in the RFP. The classifications also appear to be equivalent to the type of staff used by the contractor. Monthly salary rates are based on the maximum salaries listed in the Los Angeles County Class and Salary Listing as of 10/1/24 and/or applicable MOUs. We confirmed MOUs currently do not include any applicable COLAs. Top Step Variance Factor for ISD FY 2024-25 is 95.3657%.
- [5] Department used the Auditor-Controller FY 2024-25 budgeted employee benefit rate of 60.080% and deducted OPEB Contributions, Unemployment Insurance, Retiree Insurance, Disability from the rate to arrive at an employee benefit rate of 49.834% (60.080% - 4.142% - 0.015% - 6.133% - 0.658% = 49.132%). These amounts were deducted because they are not avoidable costs to the County.
- [6] Per MOU between County and Bargaining Unit 431, Parking Lot Attendants are entitled to an hourly bonus of \$1 per hour worked during evening (5/8 between 4pm and 11pm) or night (5/8 between 9pm and 8am) shifts. We calculated the bonus for PWH's (1741).
- [7] We did not include the Contract Monitor position because the Contract Program Monitor would remain in place regardless of whether the Department contracts out the services. The Department indicated that their Contract Program Monitor is currently fully dedicated to overseeing the existing contract and would continue to monitor the program if the services were brought in-house.
- [8] We subtracted eight from the total FTEs for Parking Lot Attendants, because the Department indicated they currently have eight staff members in this role.
- [9] The department indicated that the annual vehicle and equipment costs include the purchase of new vehicles and electric carts. Vehicles are depreciated over four years, while electric carts are depreciated over three years. For more details, please refer to the
- [10] "Cost Breakdown" tab.
- [11] Annual Services and Supplies Costs includes Uniforms, Cell Phones, Drinking Water for employees, Tickets, Facility Maintenance, etc. See Cost Breakdown tab for details.
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- [13] Department indicated start-up costs consist of exam administration costs, training, computers, cell phones, cones, tablets, key box for valet services, supplies for maintenance (e.g., brooms, mops).
- [14] Avoidable start-up costs should be differentiated from ongoing costs. Therefore, to more accurately show the County's Total Estimated Avoidable Costs for the year and Estimated Savings from Contracting, we are separately reporting one-time start-up costs.
- [15] We will exclude the cost of As-Needed Services from this analysis because it was not included in the contractor's proposal. Additionally, since the County is responsible for this cost regardless of whether the service is contracted out or handled in-house, it is unavoidable and should be excluded.
- [16] The Contractor did not include an estimated amount for this lot because it is only used for special events in the area. While there were special events in the area last year, none required the lot to be opened. The Department clarified that it does not oversee this lot but has an agreement with the Probation Department to utilize it for special events. Additionally, there was no activity for this lot during the last fiscal year.

COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT

PROP A COST ANALYSIS
PROP A CONTRACT SERVICES (ALL REGIONS) - PARKING COMPANY OF AMERICA
MARCH 1, 2029-FEBRUARY 29,2030

CONTRACT REGION & PAYMENT STRUCTURE	ESTIMATED ANNUAL CONTRACT COSTS	ITEM NO	CLASSIFICATION ^[4]	PROPOSED COUNTY STAFFING ^[3]	PWH ADJUSTED TOTAL	STAFFING BASED ON PWH	(a) ANNUAL SALARIES	(b) TOP STEP VARIANCE ^[3] (a)x95.3657%	(c) EMPLOYEE BENEFITS ^[3] (b)x49.132%	(d) BONUS ALLOWANCE ^[3]	TOTAL ANNUAL SALARIES AND EMPLOYEE BENEFITS (b) + (c)
All Parking Lots											
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				137.00	163.68	157.00	\$7,821,296.76	\$ 7,464,267.59	\$3,700,721.57	\$ 127,093.00	\$ 11,164,989.16
TOTAL ANNUAL ESTIMATED CONTRACTOR COSTS											
	\$ 11,923,509.91	ANNUAL LABOR COSTS									
		ANNUAL VEHICLE/EQUIPMENT COSTS ^[16]									
		ANNUAL SERVICES AND SUPPLIES COSTS ^[11]									
		ANNUAL INDIRECT COSTS ^[12]									
		TOTAL ESTIMATED AVOIDABLE COSTS									
		ONE-TIME START-UP COSTS ^[13] ^[14]									

COST SAVINGS

	All Regions
TOTAL ESTIMATED AVOIDABLE COSTS:	\$ 12,509,178.61
TOTAL ESTIMATED CONTRACT COSTS:	\$ 11,923,509.91
ESTIMATED SAVINGS FROM CONTRACTING:	\$ 585,668.69
ESTIMATED SAVINGS PERCENTAGE:	4.68%
TOTAL ESTIMATED ONE-TIME START-UP COSTS:	\$ -

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 [Detail](#)

+ Solicitation Detail

Solicitation Number:	GCS-10624-S		
Title:	Parking Facilities Management Services		
Department:	Internal Services Department		
Bid Type:	Service	Bid Amount:	N/A
Commodity:	MANAGEMENT SERVICES - PARKING		
Description:	The Los Angeles County Internal Services Department (ISD) is issuing this Request for Proposals (RFP) to solicit proposals for a co... More		
Open Day:	5/13/2024	Close Date:	7/10/2024 12:00:00 PM
Contact Name:	Kathy Gomez	Contact Phone:	(323) 607-1146
Contact Email:	kgomez@isd.lacounty.gov		
Last Changed On:	5/13/2024 3:37:26 PM		
Attachment File (8) :	+ Click here to download attachment files.		

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LIST OF VENDORS

Vendor Code	Company	Email	Phone
503430	ABM INDUSTRY GROUPS LLC	victor.carranza@abm.com	562-432-5166
503430	ABM INDUSTRY GROUPS LLC	noel.robles@abm.com	310-645-9637
503430	ABM INDUSTRY GROUPS LLC	aklauber@abm.com	213-624-6065
503430	ABM INDUSTRY GROUPS LLC	ruben.urrutia@abm.com	562-437-6572
503430	ABM INDUSTRY GROUPS LLC	cipriano.benvegnu@abm.com	213-620-0115
157277	ABM ONSITE SERVICES WEST INC	angie.lemus@abm.com	213-763-5822
157277	ABM ONSITE SERVICES WEST INC	clucero@abm.com	213-709-3335
170962	ACADEMY GROUND TRANSPORTATION	ps@academyride.com	323-666-7776
145420	AC-CATALINA LANDING LLC	vcarranza@abm.com	562-432-5166
214520	ACE PARKING III, LLC	marketing@aceparking.com	619-233-6624
144002	ACE PARKING MANAGEMENT, INC.	rosa_berganza@aceparking.com	213-739-2575
180779	ALEX MIRANDA	amirandaa34@hotmail.com	562-446-6789
205707	ALL CITY PARKING MANAGEMENT, INC	david@allcityparkingmgmt.com	818-679-7530
159792	ALLTECH INDUSTRIES INC.	hperez@alltechguards.com	760-486-0779
133226	AMANO	mharlow@amano.com	714-282-3500
217101	BELL GARDENS AUTO BODY	jlonghi@msn.com	562-806-8020
184593	BRYANT PARK	bryant@consult-park.com	619-663-7275
189637	CALIFORNIA BOATING VENTURES, INC.	shl@stevenleigh.com	818-749-5183
507132	CGI TECHNOLOGIES & SOLUTIONS	cintia.runha@cgi.com	626-264-4755
111465	CENTRAL PARKING SYSTEM, INC.	agappell@parking.com	213-612-4460
507132	CGI TECHNOLOGIES & SOLUTIONS	becca.sanchez@cgi.com	213-595-2060
505513	CITY OF WHITTIER	whittierrecreation@cityofwhittier.org	562-567-9470
211219	CHRISTIAN GRACE MINISTRIES, INC.	christiangraceministriesince@gmail.com	626-417-6993
188429	CITY CENTER PARKING INC	citycenterparking@gmail.com	213-746-7275
505513	CITY OF WHITTIER	galaniz@cityofwhittier.org	562-567-9405
127919	CLASSIC PARKING, INC.	tcollins@classicparking.com	213-742-1238
178389	DAVID TELLEZ	dy.tellez@verizon.net	909-973-1492
199854	DRIVE HOSPITALITY LLC	calcala@drivehospitality.com	310-634-7548
159033	DIAMOND PARKING SERVICES, LLC	robert.bell@diamondparking.com	714-316-4548
174877	DIXON RESOURCES UNLIMITED	julie@dixonresourcesunlimited.com	213-716-6933
199854	DRIVE HOSPITALITY LLC	calcala@drivehospitality.com	310-634-7548
500070	FIVE STAR PARKING	lisrow@fivestarparking.com	213-627-8211
172012	EVERPARK	bids@everpark.com	323-282-5588
203967	FABCO VINTAGE	fabcovintage18@gmail.com	213-476-3810
180963	FAITH-BUILD INTERNATIONAL (FBI)	fbi.n.crease@gmail.com	310-753-8560
500070	FIVE STAR PARKING	gilad@fivestarparking.com	213-687-4484
202475	FREDDIE L CROMER	freddieleecromer35@gmail.com	213-513-9072
190907	GENERAL TECHNOLOGIES AND SOLUTIONS-GTS	opportunities@gentecsol.com	213-267-2332
178621	GRACE INDUSTRIES	cmaier@gi-ca.com	866-468-5889
183729	HENRY AGUILAR	agy777@aol.com	562-209-3611
210463	HIGH NOTE TECHNOLOGIES LLC	mark.douglas@highnotetechologies.com	323-823-1801
182311	HITECH SOFTWARE INC.	jim@hitech-software.com	818-881-8593
194701	IBEX REALTY INC	samson.sdres@gmail.com	909-942-6046
203771	INTERNATIONAL DEVELOPERS AND ENGINEERING GROUP, INC	info@idegconstruction.com	323-386-9027
185771	JOSEPH F DUDEK	jdudek@wearejdenterprises.com	626-260-1750
173734	JR PARKING CONSULTANTS LLC	jrhodes@jrparkingconsultants.com	949-754-2884
195543	JUAN P MOTTA	pacificoceancollections@hotmail.com	626-818-0049
164711	JULIE DIXON	julie@dixonresourcesunlimited.com	213-716-6933
184274	JULIET MBADUGHA	juliet_mbadugha@yahoo.com	562-713-1552
169842	KEN GRAHAM	kgraham@thestatuscompany.com	949-355-1396
169842	KEN GRAHAM	kgraham@thestatuscompany.com	949-355-1396
510792	L & R AUTO PARKS INC	dhernandez@tlrgc.com	213-223-7041
179821	LAZ PARKING CALIFORNIA, LLC	rdollar@lazparking.com	310-446-7925
512503	PARKING CO OF AMERICA MGMT, LLC	hmouat@parkingcompany.com	323-987-6570
179743	LEONARDO MANAGEMENT, INC.	info@leonardomgmt.com	213-674-4140
59465	PARKING CONCEPTS INC	kkingsbury@pcioc.com	949-753-7525
173547	LIA REYES	lvr@lvrintl.com	213-819-9009

184818 LOGISTIC PARKING, INC.	jose@logisticparking.com	818-299-7793
154050 MAGIC MOUNTAIN LLC	svihteli@sftp.com	661-255-4806
523842 MANPOWER, INC.	robin.sherman@na.manpower.com	562-972-1500
194748 MARGASOFT CORP	rfp@margasoft.com	866-907-4081
507172 MCCAIN INC	jennifer.phelan@swarco.com	760-734-5086
184808 MILTON D CARRANZA	miltoncarranza2030@gmail.com	562-688-9640
518753 MODERN PARKING, INC.	info@modernparking.com	213-482-8400
178435 NATIONWIDE CONSULTING	younes@nationwideconsulting.org	855-331-5550
163501 NORVELL THOMAS	norvellthomas@gmail.com	323-309-9937
128616 ORIGINAL PARKING SERVICES, INC	originalparking@gmail.com	818-894-7443
512503 PARKING CO OF AMERICA MGMT,LLC	hmouat@parkingcompany.com	562-862-2118
59465 PARKING CONCEPTS INC	bhindle@pcila.com	213-746-5764
184569 PARKING LLC	art@paypark.city	844-729-7275
135417 PARKING NETWORK INC	rose@parkingnetwork.net	213-613-1500
177831 PARKING VETERANS LLC	contracting@parkingveterans.com	714-699-3541
134198 PARSONS ENVIRONMENT AND INFRASTRUCTURE GROUP INC	eric.martin@parsons.com	626-440-2562
55257 PCAM-LLC	pvaldes@parkpca.com	562-862-2118
525948 SP PLUS CORPORATION	amelendez@spplus.com	562-499-4649
525948 SP PLUS CORPORATION	sresnick@standardparking.com	213-488-3174
525948 SP PLUS CORPORATION	kguzman@spplus.com	562-243-3604
525948 SP PLUS CORPORATION	pgutierrez@spplus.com	213-272-8362
525948 SP PLUS CORPORATION	dianalee@la.jamisonservices.com	310-641-8740
171700 PERFECT PARKING, INC.	mike@perfectparkingla.com	213-507-4153
214494 PH GROUP	wesam@achparking.com	424-395-7873
168594 PHOENIX GROUP INFORMATION SYSTEMS	sales@phxgroup.com	714-460-7200
215627 PRO PARK LLC	bertha.aguirre@propark.com	562-529-2676
165746 PROFESSIONAL PARKING	ralph@professional-parking.com	562-494-2090
211799 PRO PARK AMERICA WEST LLC	joe.caputo@propark.com	714-767-6551
179194 PRUDENT SECURITY	prudentsecurityinc@gmail.com	310-968-9131
192211 REAL SERVICES CORPORATION	james.proctor@realservicescorp.com	626-715-0544
188096 RIGHTSOURCE DIGITAL SERVICES, INC.	nuha@rightsourceservices.com	888-774-2201
185022 ROCHELLE R JEFFERSON	rjestatesllc@gmail.com	213-207-6502
166089 ROYAL POWER SWEEPING SERVICE, INC.	allthatnaz@msn.com	626-848-4876
214229 SAFE PARKING LA	tamaraa@safeparkingla.org	213-392-6680
198826 SARKIS MINASYAN	lifebenefit@yahoo.com	323-620-7333
190467 SELIG PARKING, INC	calcala@aaaparking.com	310-634-7548
206440 SHE HQ LLC	shehqlogistics@gmail.com	424-393-8628
195917 SMART INNOVATIVE INC	mirland@sicinco.com	424-376-6198
525948 SP PLUS CORPORATION	tdowney@spplus.com	626-300-5070
178060 SPOTLESS RESOLUTION	projects@spotlessresolution.com	888-924-7770
174785 SUNSHINE AUTO PARKS & BUILDING SERVICES	sunshineparking@aol.com	213-617-7275
194519 SUPERIOR HIGH PARKING INC	benhur725@yahoo.com	310-480-3875
191367 SUPREME HOLDINGS	pkjhin@gmail.com	213-700-1154
174563 TRANSPORTATION MOBILITY SOLUTIONS	artigupta0326@yahoo.com	626-689-5218
160446 TWIN VALET PARKING, INC.	stever@twinvalet.com	323-209-7084
140511 UNITED VALET PARKING, INC	valet0@aol.com	310-642-7740
183100 UNIVERSAL STRESS FREE ZONES	korey@12stepinstitute.org	213-537-3311
212036 UNIVERSITY OF SUYA	adewoledwilliams@gmail.com	310-980-4988
149524 URBAN PARK CONCESSIONAIRES	mp@calparksco.com	530-529-1512
188256 V.A. WILLIAMS & ASSOCIATES INC	vernell@visionparkingservices.com	213-973-8337
195476 VALET PARKING PROS LLC	jonathan@valetparkingpros.com	805-410-3811
203639 VAMP : VISUAL ARTS AND MEDIA PUBLICATIONS LLC	m.n.hamilton000@gmail.com	424-414-3713
153414 VSCE INC	info@vsceinc.com	510-835-5001
176129 WAKE UP ENTERTAINMENT	golestian@yahoo.com	818-581-8780
100081 WALKER PARKING CONSULTANTS	rachel.cunningham@walkerparking.com	213-488-4911
133361 WALTER P MOORE AND ASSOCIATES	pgupta@walterpmoore.com	310-254-1900
117837 WPS	rmiller@wps-na.com	818-553-0335
214465 X-STRESS YOURSELF ENTERPRISES LLC	xstressyourself@gmail.com	661-886-8112
114236 ZARCO HOTEL INCORPORATED	jeff@hollywoodhotel.net	323-315-1831

Community Business Enterprise (CBE) Program Information

Attachment 6

FIRM/ORGANIZATION INFORMATION*		PCAM, LLC dba Parking Company of America	Everpark, Inc.	Metro Auto Parks, LLC	Parking Concepts, Inc.	Propark America West
BUSINESS STRUCTURE		LLC	Corporation	LLC	Corporation	LLC
RACE/ETHNIC COPOSITION						
OWNERS/PARTNERS/ ASSOCIATE PARTNERS	Black/African American	0	5	0	0	0
	Hispanic/Latino	3	0	0	0	0
	Asian or Pacific Islander	0	0	0	0	0
	Native Americans	0	0	0	0	0
	Subcontinent Asian	0	0	0	0	0
	White	0	0	5	1	9
Total # of Employees in California		952	232	176	780	1625
Total # of Employees (including owners)		955	242	181	849	1634
COUNTY CERTIFICATION						
CBE		N/A	N/A	N/A	N/A	N/A
LSBE		N/A	N/A	N/A	N/A	N/A
OTHER COUNTY CERTIFICATION (SE OR DVBE) OR CERTIFYING AGENCY		N/A	DBVE Metro	N/A	N/A	N/A

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

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	4/9/2025		
BOARD MEETING DATE	5/6/2025		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works and Los Angeles County Development Authority		
SUBJECT	Award Consultant Services Agreements for Job Order Contract System and Related Consulting Services.		
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.		
DEADLINES/ TIME CONSTRAINTS	The current contracts with The Gordian Group, Inc. and Cannon/Parkin, Inc., have an expiration date of May 17, 2025, and February 21, 2026, respectively; however, the contracts will expire upon completion of phase 1 of the new contracts. The award of these contracts will continue the current services by the recommended contractor.		
COST & FUNDING	Total cost:	N/A	Funding source:
			These agreements will be financed through the appropriate funds for capital, refurbishment, maintenance, and infrastructure projects.
	TERMS (if applicable): These contracts will be for a period of 5 year with two 1-year renewal options, for maximum potential contract terms of 7 years. Explanation: N/A		
PURPOSE OF REQUEST	Public Works and the Los Angeles County Development Authority are seeking Board approval to execute consultant services agreements with The Gordian Group, Inc., and Facility Optimization Solutions, LLC., for Job Order Contract System and Related Consulting Services.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The consultants will provide JOC construction cost estimation services, existing construction cost data, and existing systems that will be developed and customized further to meet the business and technical requirements that the Contracting Entities require for its JOC System.		
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Public Works notified over 34,000 subscribers using weekly GovDelivery notification. Public Works posted in our "Do Business with Public Works" website and also notified 1,637 Local Small Business Enterprises, 168 Disabled Veteran Business Enterprises, 173 Social Enterprises, 885 Community Business Enterprises, and 1,375 Community-Based Organizations.		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: These recommendations support Board Priorities No. 4, Anti-Racism, Diversity, and Inclusion, and No. 7, Sustainability, by investing in communities and creating public spaces and programs that are welcoming, accessible to clean air, soil and water, where all residents can easily build relationships, create social networks, feel connected and access opportunities.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Soo Kim, Division Chief, (626) 458-2500, skim@dpw.lacounty.gov John Calas, Departmental Chief Information Officer II, (626) 458-4117, jcalas@pw.lacounty.gov		

May 6, 2025

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

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

Dear Supervisors/Commissioners:

**CONSTRUCTION-RELATED CONTRACTS
PUBLIC CONTRACTING AND ASSET MANAGEMENT SERVICE AREA
AWARD OF JOB ORDER CONTRACT SYSTEM AND RELATED CONSULTING
SERVICES AGREEMENTS FOR COUNTY DEPARTMENTS, AND THE LOS
ANGELES COUNTY DEVELOPMENT AUTHORITY
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

Public Works and the Los Angeles County Development Authority are seeking Board approval to execute consultant services agreements with The Gordian Group, Inc., and Facility Optimization Solutions, LLC., to create a bench of consultants that will provide Job Order Contract Systems and related consulting services.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the recommended action is not a project pursuant to the California Environmental Quality Act.
2. Award and authorize the Director of Public Works or his designee to execute a consultant services agreement with The Gordian Group, Inc., and a consultant services agreement with Facility Optimization Solutions, LLC., substantially similar to the enclosed agreements at Enclosure 1; to provide

a Job Order Contract System and related consulting services for the 5-year initial term, at a fixed rate of 2.1 percent of the dollar amount of each JOC project work order, following successful completion of Phase 1. The consultant services agreements will commence upon execution by Public Works, with two 1-year extension option years, for a maximum potential agreement term of 7 years if all option years are exercised. The expiration of the consultant services agreements is subject to the conditions listed below.

3. Authorize the Director of Public Works or his designee to terminate Public Works' current agreements with The Gordian Group, Inc., and CannonDesign Parkin Inc., upon completion of Phase 1.
4. Authorize the Director of Public Works or his designee to transfer work orders on projects issued under the previous consultant agreements with The Gordian Group, Inc., and CannonDesign Parkin Inc., until project completion.
5. Delegate authority to the Director of Public Works or his designee to extend the consultant services agreements for two optional 1-year renewal periods, if in the opinion of the Director of Public Works or his designee, The Gordian Group, Inc., and Facility Optimization Solutions, LLC., have successfully performed during the previous contract period, and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend and/or terminate the consultant services agreements for convenience if it is in the best interest of the County to do so.
6. Delegate authority to the Director of Public Works or his designee to authorize pursuant to amendments, additional services, and corresponding increases to the contracts sum; and extend the agreements' expiration dates for both consultants on the Job Order Contract consulting services bench, as necessary, to complete those additional services when those additional services are: 1) previously unforeseen or are optional work under the agreements, 2) related to a previously assigned work order on a given project or assignments, or 3) are necessary for the completion of that given project or assignment; and to execute amendments to the agreements to incorporate new Board policies and requirements, and to incorporate changes that may be required by law or contract, with review and approval of all amendments as to form by County Counsel.

IT IS RECOMMENDED THAT THE BOARD OF COMMISSIONERS OF THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY:

1. Find that the recommended action is not a project pursuant to the California Environmental Quality Act.
2. Award and authorize the Executive Director of the Los Angeles County Development Authority or his designee to execute a consultant services agreement with The Gordian Group, Inc., and a consultant services agreement with Facility Optimization Solutions, LLC.; substantially similar to the enclosed agreements at Enclosure 2; to provide a Job Order Contract System and related consulting services for the 5-year initial term, at a fixed rate of 2.1 percent of the dollar amount of each JOC project work order, following successful completion of Phase 1. The consultant services agreements will commence upon execution by LACDA, with two 1-year extension option years, for a maximum potential agreement term of 7 years if all option years are exercised. The expiration of the consultant services agreements is subject to the conditions listed below.
3. Authorize the Executive Director of the Los Angeles County Development Authority or his designee to terminate the Los Angeles County Development Authority's current agreements with The Gordian Group, Inc., and CannonDesign Parkin Inc., upon completion of Phase 1.
4. Authorize the Executive Director of the Los Angeles County Development Authority or his designee to transfer work orders on projects issued under the previous agreements with The Gordian Group, Inc., and CannonDesign Parkin Inc., until project completion.
5. Delegate authority to the Executive Director of the Los Angeles County Development Authority or his designee to extend the consultant services agreements for two optional 1-year renewal periods, if in the opinion of the Executive Director or his designee, The Gordian Group, Inc., and a consultant services agreement with Facility Optimization Solutions, LLC., have successfully performed during the previous contract period, and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend

and/or terminate the consultant services agreements for convenience if it is in the best interest of the County to do so.

6. Delegate authority to the Executive Director of the Los Angeles County Development Authority or his designee to authorize pursuant to amendments, additional services, and corresponding increases to the contract sum; and to extend the agreements' expiration dates for both consultants on the Job Order Contract consulting services bench, as necessary, to complete those additional services when those additional services are: 1) previously unforeseen or are optional work under the agreements, 2) related to a previously assigned work order on a given project or assignments, or 3) are necessary for the completion of that given project or assignment; and to execute amendments to the agreements to incorporate new Board policies and requirements, and to incorporate changes that may be required by law or contract, with review and approval of all amendments as to form by County Counsel; and to suspend and/or terminate the consultant services agreements for convenience if it is in the best interest of the Los Angeles County Development Authority to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to award consultant service agreements to The Gordian Group, Inc. (Gordian), and a consultant services agreement with Facility Optimization Solutions, LLC. (FOS) to provide a Job Order Contract (JOC) System and related consulting services. Both Gordian and FOS' solution (FOS' solution is through Cannon) are currently in use by the County and Los Angeles County Development Authority (LACDA) as their JOC solution and for their JOC Programs.

JOC is a competitively bid, flexible, and cost-effective unit price contracting method used by Contracting Entities to efficiently deliver a wide variety of projects, including repair, remodeling, refurbishing, and maintenance of facilities and infrastructures without expensive plans and specifications. The management and implementation of the JOC Program is enhanced through the use of specialized consultant services, which includes, conducting market research, to determine local prevailing costs for construction, equipment, materials, and labor for vertical construction, horizontal construction, general work, demolition; preparing and updating detailed unit price books that include unit prices and technical specifications; maintaining project controls and estimating software; and providing technical support, as needed.

The award of agreements to Gordian and FOS, will create a bench of consultants for the implementation and continuation of the County's, and LACDA's JOC Programs and for related JOC consulting services while maximizing competition and helping to create a competitive market for JOC systems and consulting services to be used countywide in the future. Four agreements will be awarded, two to Gordian, and two to FOS, for use by the County and LACDA. The award of these agreements does not guarantee any minimum amount of JOC work or business for these services to any consultant.

The consultants will provide a JOC software system and technical support, existing construction cost data, and existing systems that will be configured further to meet the County's and LACDA's business and technical requirements. Public Works, as the lead County department, will provide guidance for configuring and implementing a JOC system that meets the performance requirements specified in the contracts. Given that these are existing solutions in use by the County and LACDA, Phase 1 is expected to be brief. After Final Acceptance of Phase 1, the term for Phase 2 work will be initiated for a total contract term of 5 years with two optional 1-year renewal periods. Access for the Contracting Entities is provided pursuant to a software as a service (SaaS) license by Gordian and FOS. There is no cost for Gordian and FOS to provide Phase 1 implementation work, given the County and LACDA are already using the existing systems, and the services are included in the overall 2.1 percent fixed rate.

With respect to the fixed rate of 2.1 percent for the first 5 years, the County secured this low rate comparable to other public agencies with recent contracts from Gordian, with similar volumes of construction work. The same rate of 2.1 percent will be applicable to the two optional 1-year renewal periods, if exercised by the County. FOS also agreed to provide the same 2.1 percent rate as Gordian did, for the life of the contract.

Approval of the recommended action will authorize Public Works, and LACDA to issue a notice to proceed to Gordian and FOS, for Phase 1 work and following a brief period to confirm Final Acceptance, for Phase 2 work.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster vibrant and resilient communities, Focus Area Goal F, Community Connections, by investing in our communities and creating public spaces and programs that are welcoming, accessible, where all residents can easily build relationships, create social networks, feel connected and access opportunities, by contracting the contractor that has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

The consultant services agreements with Gordian and FOS are for a fixed rate of 2.1 percent of the dollar amount of each JOC project work order for the 5-year initial term, following successful completion of Phase 1. During the two optional 1-year renewal periods, if exercised by the County, the same rate of 2.1 percent will apply.

These agreements will be financed through the appropriate funds for capital, refurbishment, maintenance, and infrastructure projects prior to authorizing the work.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The consultant services agreements were competitively procured and contain required terms and conditions in compliance with the Board's and Chief Executive Office's requirements. The agreements also contain information technology provisions; carry service level requirements for all JOC Systems; and have appropriate user or subscription licenses, data ownership provisions, and standard indemnity and insurance requirements required by the County. For LACDA agreements, depending on the source of funding, the agreements will require compliance with Section 3 of the Housing and Community Development Act of 1968. Finally, all agreements were revised to include recent 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.

Where services for a given project have been authorized in writing by the County but are not completed by the contractors prior to the stated expiration date, the expiration date will be automatically extended solely to allow for the completion of such work order for the applicable JOC.

The consultants were selected following a competitive solicitation upon final analysis and consideration without regard to race, creed, gender, or color. Enclosure 3 reflect the consultants' minority participation.

In compliance with Board Policy 6.020, Chief Information Office Board Letter Approval, the Chief Information Office has reviewed the information technology (IT) components of this request and recommends approval. The CIO determined this recommended action does not include any IT items or services that would necessitate a formal written CIO analysis.

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 (NEPA) because it involves administrative actions of government. JOC construction activities are generally categorically excluded from NEPA pursuant to 24 CFR 58.35 (a)(3)(i), (ii), and (iii). NEPA review and clearance will be completed for each JOC project prior to approval of specific work orders.

The recommended actions are not a project pursuant to the California Environmental Quality Act (CEQA) because they are activities that are excluded from the definition of a project by Section 15378(b) of the CEQA Guidelines. The proposed action to provide JOC consulting services to assist Public Works, other County Departments, and LACDA in administering its JOC Program is an administrative activity of government, which will not result in direct or indirect changes to the environment.

The Board's approval of the JOC Systems does not include approval of work done pursuant to specific work orders. The implementation of each work order under the JOCs shall be subject to prior determination and documentation that the work is categorically exempt from CEQA. In the event the work is not exempt, the Board will be requested to approve the appropriate environmental finding and any applicable documentation pursuant to CEQA prior to implementation of work orders under the JOCs.

CONTRACTING PROCESS

On March 7, 2024, a notice of the Request for Proposals (RFP) was placed on the County's "Doing Business with Los Angeles County" website (Enclosure 4), "Do Business With Public Works" website, X (formerly Twitter). In addition, advertisements were placed in the *Los Angeles Daily Journal*, *Los Angeles Sentinel*, *La Opinión*, *The Daily Breeze*, *The Signal (Santa Clarita)*, *World Journal*, *Watts Times*, *The Malibu Times*, *Press Telegram*, and *Pasadena Star News*. Also, Public Works informed 1637 Local Small Business Enterprises; 168 Disabled Veteran Business Enterprises; 173 Social Enterprises; 885 Community Business Enterprises; 1,375 Community-Based Organization; and 34 independent contractors, various business development centers, and municipalities about this business opportunity. Additionally, the Department of Economic Opportunity conducted a focused outreach and informed 219 related businesses about this opportunity.

On May 20, 2024, two proposals were received. The proposals, and oral presentations were evaluated by an evaluation committee consisting of staff from Public Works, Parks

and Recreations, Internal Services Department, and LACDA. The evaluation was based on criteria described in the RFP, which included the price, technical expertise, proposed work plan, experience, personnel qualifications, and understanding of the work 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, the following firms were selected for negotiations: Gordian, and FOS. The selected firms were determined to meet the minimum requirements of the RFP and are qualified to provide the required services. Public Works has determined that Gordian, and FOS' 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 agreements. These consultant services agreements are exempt from the requirements of Proposition A because the services are highly technical in nature.

The consultant's minority participation and utilization and the Community Business Enterprises participation data is included in Enclosure 3. Three-year contracting history for the selected firms are on file with Public Works.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services or projects during the performance of the recommended JOC consultant services agreements. The JOC consultant services agreements will provide JOC consulting services to assist County departments, and LACDA in administering their JOC Programs to support various County projects in an efficient manner, enhancing the delivery of Contracting Entities projects.

The Honorable Board of Supervisors
May 6, 2025
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CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Business Relations and Contracts Division, and one copy to the Los Angeles County Development Authority.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

EMILIO SALAS
Executive Director
Los Angeles County Development Authority

Reviewed by:

PETER LOO
Chief Information Officer

MP:SK:xx

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office
Internal Services Department, Contracts Division (w/o enc.)
Los Angeles County Parks
Los Angeles County Development Agency

AGREEMENT FOR JOB ORDER CONTRACT (JOC) SYSTEM AND RELATED CONSULTING SERVICES

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

BY AND BETWEEN

THE COUNTY OF LOS ANGELES, a political
subdivision of the State of California, hereinafter
referred to as "Contracting Entity" or "County",

AND

THE GORDIAN GROUP, INC.,
hereinafter referred to as "Consultant" or
"Contractor".

The parties hereto do mutually agree as follows:

1. Definition

Contracting Entity means County. Other definitions and defined terms are contained in the various Exhibits attached to this Agreement.

2. Consultant's Services

The Scope of Services will be as outlined in Exhibit A (Scope of Services) dated January 2025. As provided in Exhibit A, Consultant will provide an existing JOC System that includes a Construction Cost Catalogue (i.e. JOC Book) and JOC Software, and provide Subscription Services that includes Support Services and Maintenance Services. Consultant's proposal is incorporated herein as a part of this Agreement. In the event that any conflict or inconsistency between this Agreement and Consultant's proposal are found, such conflict or inconsistency will be resolved by giving precedence first to the Agreement and the exhibits and attachments to the Agreement. The Exhibits to this Agreement are as follows:

Exhibit A - Scope of Work

Exhibit A.1 - Functional and Technical Requirements

Exhibit A.2 - Minimum System Requirements

Exhibit A.3 - Acceptance Certificate

Exhibit A.4 - Contract Discrepancy Report

ENCLOSURE 1

- Exhibit A.5 - JOC Workflow
- Exhibit B - Schedule of Prices
- Exhibit C - Contractor Acknowledgement, Confidentiality, and Copyright
- Exhibit D - Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement
- Exhibit E - Third Party Products
- Exhibit F - Performance Requirements Summary
- Exhibit G - Additional Information Technology (IT) Provisions
- Exhibit H - Information Security and Privacy Requirements
- Exhibit I - Additional Provisions for CDC and the Housing Authority
- Exhibit J - Indemnification and Insurance Provision
- Exhibit K - Safely Surrendered Baby Law Flyer
- Exhibit L - Defaulted Property Tax Reduction Program
- Exhibit M – Internal Revenue Service Notice

No work will commence on this project until a written Notice to Proceed is issued by Contracting Entity. Contracting Entity does not guarantee or promise that any work will be assigned to Consultant under this Agreement until a written Notice to Proceed is issued by the Contracting Entity. Further, Consultant is not guaranteed any minimum amount of work or business under this Agreement for the JOC Program.

3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to Contracting Entity of the Services described in Section 2 (Consultant Services) above, including receipt and Acceptance of such work by Director of the Contracting Entity of Los Angeles Department of Public Works (hereinafter called Director). The Consultant will be compensated in accordance with the attached Schedule of Prices at Exhibit B for Phase 1 and Phase 2 work. After issuance of a Notice to Proceed by the Contracting Entity, the Consultant will be compensated according to the Schedule of Prices following Acceptance of work. An Agreement year is defined as a one-year period beginning on the execution date of this Agreement and each anniversary thereafter. Mileage is not reimbursable. There will be no additional cost for licensing, access to, or use of the JOC System that is separately applied by Consultant to Contracting Entity's contractors and consultants.

Contracting Entity agrees to pay Consultant at 2.1 percent of the dollar amount of each project work order for the Term (as defined herein) of the Agreement, in accordance with the Schedule of Prices attached to this Agreement as Exhibit B. Contracting Entity does not guarantee any number of project work orders, work or services of any specific monetary amount under this Agreement.

Consultant will invoice Contracting Entity upon the completion of tasks, subtasks,

ENCLOSURE 1

deliverables, and other additional services specified in this Agreement, Scope of Services, and any change orders, as applicable, and which have been approved in writing by the Contracting Entity.

- a. Monthly payments for the work accomplished shall be made upon verification and Acceptance of such work by Director, as stated in Exhibit A (Scope of Services) and at the rate of 2.10 percent for the entire Term of the Agreement, as set forth in Exhibit B (Schedule of Prices). 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 Contracting Entity's discretion, upon prior written authorization by Director, and will be based on Consultant's Firm Fixed Hourly Rate attached to this Agreement as Exhibit B (Schedule of Prices).
- c. Consultant will not proceed with Professional Services or Optional Work not set forth in the Scope of Services or perform services outside the Agreement Term without an amendment to this Agreement as set forth in Section 49 (Supplemental/Amendment). Consultant will not be paid for any expenditure beyond the Agreement amount stipulated without an amendment to this Agreement.
- d. Consultant will provide access to the JOC System to Contracting Entity contractors and subcontractors at no additional cost.
- e. No Payment for Services Provided Following Expiration/Termination of Agreement: Consultant will have no claim against Contracting Entity for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment it will immediately notify Contracting Entity and will immediately repay all such funds to Contracting Entity. Payment by Contracting Entity for services rendered after expiration/termination of this Agreement will not constitute a waiver of Contracting Entity's right to recover such payment from Consultant. This provision will survive the expiration or other termination of this Agreement.
- f. A Cost of Living Adjustment will not be granted for this Agreement.
- g. Consultant will notify Contracting Entity when Agreement amount has been incurred up to 75% of the Agreement total.
- h. Contracting Entity will retain from each Phase 1 Deliverable payment, if applicable,

ENCLOSURE 1

ten percent (10%) of the payment ("Withhold(s)") as part security for the fulfillment of the Agreement by the Consultant to achieve Final Acceptance of the JOC System. The Withholds will be payable to the Consultant following Final Acceptance, subject to any adjustment for any amounts arising under this Agreement owed to Contracting Entity by Consultant.

4. Equipment and Supplies

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

5. Contracting Entity's Responsibility

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

6. Contracting Entity's Representative

Director or Director's authorized representative, will represent Contracting Entity in all matters pertaining to the services to be rendered pursuant to this Agreement. Contracting Entity will also designate a project director (Contracting Entity Project Director) and project manager (Contracting Entity Project Manager) to oversee the day to day aspects of the JOC Program.

7. Term

- a. The Term of this Agreement will begin on the date of the Effective Date of this Agreement and allow for Phase I implementation work to occur. Following Final Acceptance of Phase I, the Term of the Agreement will include up to five (5) years in the initial Term to also include Phase II. At the sole discretion of the Contracting Entity, this Agreement may be extended for two (2) one-year option year(s) not to exceed a total Agreement period of seven (7) years (collectively, from the Effective Date through the total contract period of seven (7) years, if exercised by the County, the "Term"). No work will proceed until a Notice to Proceed is issued by the Contracting Entity for Phase I and Phase II work.
- b. The Consultant will notify Public Works when this Agreement is within six (6) months from the expiration of the Term as provided for hereinabove. Upon occurrence of this event, the Consultant will send written notification to Public Works at the address herein provided in Section 40 (Notices).

ENCLOSURE 1

- c. If the Contracting Entity authorizes the Consultant in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Agreement will be automatically extended solely to allow for the completion of such services.

8. Assignment and Delegation

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

9. Authorization Warranty

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

10. Budget Reductions

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

11. Compliance with Applicable Law

In the performance of this Agreement, Consultant will comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

12. Compliance with Civil Rights Laws

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

13. Compliance with Jury Service Program

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

- a. Unless Consultant, 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), Consultant will have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five

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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 Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or subcontracts. Employee means any California resident who is a full -time employee of Contractor. Full- time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor will also be subject to the provisions of this Section. The provisions of this Section will be inserted into any such subcontract Agreement and a copy of the Jury Service Program will be attached to the Agreement.
- c. If Consultant is not required to comply with the Jury Service Program when the Agreement commences, Contractor will have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Contractor will 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 will immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside the Jury Service Program's definition of Contractor and/or that Contractor continues to qualify for an exception to the Program.
- d. Contractor's violation of this Section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Contractor and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

14. Confidentiality

Consultant will maintain the confidentiality of all records and information, proprietary information, software codes, trade secrets, confidential information, etc., whether of Contracting Entity or third parties, in accordance with all applicable Federal, State, and

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local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, Contracting Entity policies concerning information technology security and the protection of confidential records and information.

Consultant will inform all of its officers, employees, agents, and subconsultants providing services hereunder of the confidentiality provisions of this Agreement.

Consultant will sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement," Exhibit C. Consultant will cause each non-employee performing services covered by this Agreement to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment Confidentiality and Copyright Assignment Agreement," Exhibit D.

15. Conflict of Interest

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

The Consultant will comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the Term of this Agreement. The Consultant warrants that it is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it will immediately make full written disclosure of such facts to the Contracting Entity. Full written disclosure will 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 will be a material breach of this Agreement.

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

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

17. Employees of Consultant

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Workers' Compensation: The Consultant understands and agrees that all persons furnishing services to the Contracting Entity pursuant to this Agreement are, for the purposes of Workers' Compensation liability, employees solely of the Consultant. Consultant will bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Contracting Entity under this Agreement.

Professional Conduct: The Contracting Entity does not and will not condone any acts, gestures, comments or conduct from the Consultant's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Contracting Entity will properly investigate all charges of harassment by residents, employees or agents of the Contracting Entity against any and all Consultant's employees, agents or subcontractors providing services for the Contracting Entity. The Consultant assumes all liability for the actions of the Consultant's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Consultant.

18. Contractor Employee Criminal Background Investigation

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

If a member of Consultant's staff does not pass the background investigation, Contracting Entity may request that the member of Consultant's staff be removed immediately from performing services under the Agreement. Contractor will comply with Contracting Entity's request at any time during the Term of the Agreement. Contracting Entity will not provide to Consultant or to Consultant's staff any information obtained through the Contracting Entity's background investigation. Contracting Entity, in its sole discretion, may immediately deny or terminate facility access to any member of Consultant's staff that does not pass such investigation to the satisfaction of the Contracting Entity or whose background or conduct is incompatible with Contracting Entity facility access. Disqualification of any member of Consultant's staff pursuant to this section will not relieve Consultant of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

19. Consultant Responsibility and Debarment

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- a. A responsible Consultant 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 Contracting Entity'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 Contracting Entity's policy to conduct business only with responsible Contractors.
- b. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the Contracting Entity Code, if the Contracting Entity acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the Contracting Entity 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 Contracting Entity 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 Contracting Entity.
- c. The Contracting Entity 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 Contracting Entity or a nonprofit corporation created by the Contracting Entity; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the Contracting Entity, any other public entity, or a nonprofit corporation created by the Contracting Entity, 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 Contracting Entity 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 will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- f. After consideration of any objections, or if no objections are submitted, a record of

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the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny or adopt the proposed decision and recommendation of the 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 Contracting Entity 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 Contracting Entity.
- 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

- i. These terms will also apply to subcontractors of Contracting Entity Contractors.

20. Consultant's Acknowledgement of Contracting Entity's Commitment to the Safety Surrendered Baby Law

The Consultant acknowledges that the Contracting Entity places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the Contracting Entity's policy to encourage all Contracting Entity Consultants to voluntarily post the Contracting Entity's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Subcontractors, if any, to post this poster in a prominent position in the

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Subcontractor's place of business. The Contracting Entity's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

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

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

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and will during the Term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will 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 will constitute a default by Contractor under this Agreement.

22. Contracting Entity's Quality Assurance Plan

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

23. Contracting Entity Rights

The Contracting Entity may employ, either during or after performance of this Agreement, any right of recovery the Contracting Entity may have against the

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Consultant 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 Contracting Entity under this Agreement are in addition to any right or remedy provided by California law.

24. Damage to Contracting Entity Facilities, Buildings Grounds

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

25. Employment Eligibility Verification

Consultant 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. Consultant will 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. Consultant will retain such documentation for all covered employees for the period prescribed by law.

26. Facsimile/Electronic Representations

The Contracting Entity and the Consultant 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 Agreement, such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

27. Fair Labor Standards

Consultant will comply with all applicable provisions of the Federal Fair Labor Standards Act.

28. Force Majeure

- a. Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's 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 Consultant will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Consultant and such subconsultant, and without any fault or negligence of either of them. In such case, Consultant will 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 Consultant 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 Consultant's failure to perform arises out of a force majeure event, Consultant 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 Agreement will be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder will be exclusively in the Contracting Entity of Los Angeles.

30. Independent Consultant Status

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

The Consultant will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits.

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The Contracting Entity will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant. Consultant understands and agrees that all persons furnishing services to Contracting Entity pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Consultant and not of Contracting Entity.

Consultant will 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 Consultant pursuant to this Agreement.

31. Indemnification and Insurance

The Indemnification and Insurance Provisions are set forth in Attachment 5 (Indemnification and Insurance Provision) of the RFP which will be attached as Exhibit J (Indemnification and Insurance Provision).

32. Liquidated Damages

- a. If, in the judgment of the Director, or his/her designee, the Consultant 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 Consultant'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 Consultant from the Contracting Entity, will be forwarded to the Consultant by the Director, or his/her designee, in a written notice describing the reasons for said action.
- b. If the Director or his/her designee, determines that there are deficiencies in the performance of this Agreement that the Director, or his/her designee, deems are correctable by the Consultant over a certain time span, the Director, or his/her designee, will provide a written notice to the Consultant to correct the deficiency within specified time frames. Should the Consultant fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) Deduct from the Consultant's payment, pro rata, those applicable portions of the Monthly Agreement Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Consultant 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 Consultant will be liable to the Contracting Entity for liquidated damages in said amount. Said amount will be deducted from the Contracting Entity's payment to the Consultant; and/or (c) Upon giving five (5)

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days notice to the Consultant for failure to correct the deficiencies, the Contracting Entity may correct any and all deficiencies and the total costs incurred by the Contracting Entity for completion of the work by an alternate source, whether it be Contracting Entity forces or separate private Consultant, will be deducted and forfeited from the payment to the Consultant from the Contracting Entity, as determined by the Contracting Entity.

- a. The action noted in this Section will not be construed as a penalty, but as adjustment of payment to the Consultant to recover the Contracting Entity cost due to the failure of the Consultant to complete or comply with the provisions of this Agreement.
- b. This Section will not, in any manner, restrict or limit the Contracting Entity's right to damages for any breach of this Agreement provided by law or as specified in Section b above, and will not, in any manner, restrict or limit the Contracting Entity's right to terminate this Agreement as agreed to herein.
- e. In addition to the above, Public Works may use Exhibit F, Performance Requirements Summary, to evaluate Contractor's performance. Please note, should an inconsistency be determined between the Scope of Work, Liquidated Damages, and the Performance Requirements Summary (Exhibit F), the higher service level in the judgment of Public Works will prevail.

33. CARD

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 an Agreement Term extension option.

34. Nondiscrimination and Affirmative Action

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

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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 Consultant 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 Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- f. The Consultant will allow Contracting Entity representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Section when so requested by the Contracting Entity.
- g. If the Contracting Entity finds that any provisions of this Section have been violated, such violation will constitute a material breach of this Agreement upon which the Contracting Entity may terminate or suspend this Agreement. While the Contracting Entity reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the Contracting Entity that the Consultant has violated the anti-discrimination provisions of this Agreement.
- h. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Agreement, the Contracting Entity will, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

35. Non Exclusivity

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

36. Notice of Delays

ENCLOSURE 1

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

37. Notice of Disputes

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

38. Notice to Employees Regarding the Federal Earned Income Credit

Consultant will notify its employees, and will 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 will be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

39. Notice to Employees Regarding the Safely Surrendered Baby Law

The Consultant will notify and provide to its employees, and will 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 how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's, A Safely Surrendered Baby Law poster, in a prominent position at the Consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used.

40. Notices

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

CONTRACTING ENTITY

CONSULTANT

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Department of Public Works
Business Relations and Contracts Division
Contract Section I, 8th Floor
900 South Fremont Avenue
Alhambra, CA 91803
(626) 458-4056

The Gordian Group, Inc.
Attn: Legal Department
30 Patewood Drive, Suite 350
Greenville, SC 29615
(800) 874-2291

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

41. Ownership of Contracting Entity Materials and Contracting Entity Data

- a. Except for preexisting materials created before the Effective Date of this Agreement, Consultant and Contracting Entity agree that all materials, including but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of Deliverables, and any other materials or information developed under this Agreement 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, with the exception of the Consultant's JOC System, Software, JOC Book and non-customized portions of the training materials for the JOC System are and/or will be the sole property of Contracting Entity (hereafter collectively, "Contracting Entity Materials"). Further, all data entered into the System for Contracting Entity JOC work, and any other Contracting Entity data (collectively, "Contracting Entity Data"), will be the sole and exclusive property of the Contracting Entity. Consultant hereby assigns and transfers to Contracting Entity all Consultant's right, title and interest in and to all such Contracting Entity Materials developed under this Agreement. Consultant will retain ownership of Contractor's JOC System, Software, JOC Book and non-customized portions of the training materials, but County will be permitted to use these items pursuant to the license in Paragraph 2.0 of Exhibit G (Additional Information Technology (IT) Provisions).

Notwithstanding such Contracting Entity ownership in the Contracting Entity Materials, Consultant may retain possession of working papers and materials prepared by Consultant under this Agreement. During and for a minimum of five years subsequent to the Term of this Agreement, Contracting Entity will 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.

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- b. Consultant will execute all documents requested by Contracting Entity and will perform all other acts requested by Contracting Entity to assign and transfer to, and vest in Contracting Entity, all Consultant's right, title and interest in and to the Contracting Entity Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Agreement. Contracting Entity will have the right to register all applicable copyrights, trademarks and patents in the name of the Contracting Entity of Los Angeles. Further, Contracting Entity will have the right to assign, license, or otherwise transfer any and all Contracting Entity's rights, title and interest, including, but not limited to copyrights, trademarks, and patents, in and to the Contracting Entity Materials.
- c. Consultant represents and warrants that the Contracting Entity Materials prepared herein under this Agreement, are the original work of Consultant and do not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the Contracting Entity Materials that are not the original work of Consultant, Consultant represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the Contracting Entity Materials.
- d. Consultant will affix the following notice to all Contracting Entity Materials: "© Copyright 2025 (or such other appropriate date of first publication), Contracting Entity of Los Angeles. All Rights Reserved." Consultant will affix such notice on the title page of all images, photographs, documents and writings, and otherwise as Contracting Entity may direct.
- e. Contracting Entity will also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all Contracting Entity Materials resulting from this Agreement. Contracting Entity will however, honor requests by Consultant seeking removal of all acknowledgment and/or attribution language relating to the Consultant, should Consultant no longer wish to receive attribution for its work on the Contracting Entity Materials.
- f. If directed to do so by Contracting Entity, Consultant will place the Contracting Entity name and Contracting Entity logo on Contracting Entity Materials developed under this Agreement. Consultant may not, however, use the Contracting Entity name and Contracting Entity logo on any other materials prepared or developed by Consultant that falls outside the scope of this

Agreement.

42. Prohibition Against Inducement or Persuasion

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

43. Prohibition from Participation in Future Solicitation(s)

Neither Consultant nor any subsidiary of or subcontractor to Consultant will participate in any way in any future solicitation conducted by Contracting Entity that includes or is based upon any solicitation document that is developed as a result of the services rendered by Consultant under this Agreement. As this prohibition applies to subcontractors of the Consultant, Consultant will notify any subcontractors providing services under this Agreement of this prohibition before they commence work under this Agreement. Any response to a solicitation submitted by Consultant or by any subsidiary of or subcontractor to Consultant in violation of this provision will be rejected by Contracting Entity. This provision will survive the expiration or other termination of this Agreement.

44. Public Records Act

- a. Any documents submitted by the Consultant; all information obtained in connection with the Contracting Entity's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Record Retention and Inspection/Audit Settlement Section of this Agreement; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of the Contracting Entity. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary," as well as any proprietary materials subject to Contractor's JOC System License. The Contracting Entity will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- b. In the event the Contracting Entity 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 Consultant agrees to defend and indemnify the

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Contracting Entity from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

45. Publicity

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

46. Record Retention and Inspection/Audit Settlement

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

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- a. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant will file a copy of such audit report with the Contracting Entity's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the Contracting Entity will make a reasonable effort to maintain the confidentiality of such audit report(s).
- b. Failure on the part of the Consultant to comply with any of the provisions of this Section will constitute a material breach of this Agreement upon which the Contracting Entity may terminate or suspend this Agreement.
- c. If, at any time during the Term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the Contracting Entity conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the Contracting Entity's dollar liability for any such work is less than payments made by the Contracting Entity to the Consultant, then the difference will be either: a) repaid by the Consultant to the Contracting Entity by cash payment upon demand or b) at the sole option of the Contracting Entity's Auditor-Controller, deducted from any amounts due to the Consultant from the Contracting Entity, whether under this Agreement or otherwise. If such audit finds that the Contracting Entity's dollar liability for such work is more than the payments made by the Contracting Entity to the Consultant, then the difference will be paid to the Consultant by the Contracting Entity by cash payment, provided that in no event will the Contracting Entity's maximum obligation for this Agreement exceed the funds appropriated by the Contracting Entity for the purpose of this Agreement.

47. Recycled Bond Paper

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

48. Subcontracting

- a. The requirements of this Agreement may not be subcontracted by the Consultant without the advance approval of the Contracting Entity. Subcontractors listed in the Consultant's Proposals are approved by Contracting Entity, unless otherwise indicated by Contracting Entity. Any attempt by the Consultant to subcontract without the prior consent of the Contracting Entity may be deemed a material breach of this Agreement.

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- b. If the Consultant desires to subcontract, the Consultant will provide the following information promptly at the Contracting Entity'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 Contracting Entity.
- c. The Consultant is responsible for the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Consultant employees, and will require its Subcontractor(s) to defend, indemnify and hold harmless the Contracting Entity, and to carry appropriate levels of insurance with Contracting Entity being named as an additional insured.
- d. The Contracting Entity does not have contractual privity with the Subcontractor. The Consultant will remain fully responsible for all performances required of it under this Agreement, including those that the Consultant has determined to subcontract. Consultant will remain fully responsible for services rendered by any Subcontractor pursuant to a subcontract between the Consultant and Subcontractor.
- e. The Consultant will be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the Contracting Entity's consent to subcontract.
- h. The Consultant will obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the Contracting Entity from each approved Subcontractor. The Consultant will ensure delivery of all such documents to:

Department of Public Works
Business Relations and Contracts Division
Contracts Section I, 8th Floor
900 South Fremont Avenue
Alhambra, CA 91803
(626) 458-4069

before any Subcontractor employee may perform any work hereunder.

49. Supplemental/Amendment

- a. For any change which affects the Scope of Services, Term, Agreement Sum, payments, or any term or condition included under this Agreement, a Supplement or

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an Amendment will be prepared and executed by the Consultant and by Director.

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

50. Termination for Breach of Warranty to Maintain Compliance with Contracting Entity'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, will constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Agreement pursuant to Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

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" will constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice will be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

52. Termination for Convenience

- a. This Agreement may be terminated, in whole or in part, when such action is deemed by the Contracting Entity, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Consultant specifying the extent to which performance of work is terminated and

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the date upon which such termination becomes effective. The date upon which such termination becomes effective will 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 Contracting Entity, the Consultant will 1) stop work under this Agreement on the date and to the extent specified in such notice, and 2) complete performance of such part of the work as will 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 Consultant under this Agreement will be maintained by the Consultant in accordance with Record Retention and Inspection/Audit Settlement Section.
- d. Contracting Entity will not incur any liability to Contracting Entity, other than payment for work already performed, up to the date of termination.

53. Termination for Default

- a. The Contracting Entity may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of Contracting Entity's Project Director:
 - Consultant has materially breached this Agreement; or
 - Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the Contracting Entity may authorize in writing) after receipt of written notice from the Contracting Entity specifying such failure.
- b. In the event that the Contracting Entity terminates this Agreement in whole or in part as provided in this Section, the Contracting Entity may procure, upon such terms and in such manner as the Contracting Entity may deem appropriate, goods and services similar to those so terminated. The Consultant will be liable to the Contracting Entity for any and all excess costs incurred by the Contracting Entity, as determined by the Contracting Entity, for such similar goods and services. The Consultant will continue the performance of this Agreement to the extent not terminated under the provisions of this sub-Section.
- c. Except with respect to defaults of any Subcontractor, the Consultant will not be liable for any such excess costs of the type identified in above sub-Section if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but

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are not limited to: acts of God or of the public enemy, acts of the Contracting Entity 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 Consultant. 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 Consultant and Subcontractor, and without the fault or negligence of either of them, the Consultant will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Consultant 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 Contracting Entity has given notice of termination under the provisions of this Section, it is determined by the Contracting Entity that the Consultant 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 will be the same as if the notice of termination had been issued pursuant to Termination for Convenience Section.
- c. The rights and remedies of the Contracting Entity provided in this Section will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

54. Termination for Improper Consideration

Contracting Entity may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any Contracting Entity 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 Consultant's performance pursuant to the Agreement. In the event of such termination, Contracting Entity will be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

Consultant will immediately report any attempt by a Contracting Entity officer or employee to solicit such improper consideration. The report will be made either to Contracting Entity manager charged with the supervision of the employee or to Contracting Entity 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 Contracting Entity may terminate this Agreement forthwith in the event of the occurrence of any of the following: 1) Insolvency of the Consultant. The Consultant will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code; 2) The filing of a voluntary or involuntary petition regarding the Consultant under the Federal Bankruptcy Code; 3) The appointment of a Receiver or Trustee for the Consultant; or 4) The execution by the Consultant of a general assignment for the benefit of creditors.
- b. The rights and remedies of the Contracting Entity provided in this Section will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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

57. Termination For Non-Appropriation of Funds

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

58. Time Off for Voting

The Consultant will notify its employees and will 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 Consultant and subconsultants will 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.

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

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

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

60. Validity

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

61. Waiver

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

62. Warranty Against Contingent Fees

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

63. Safety Standards and Accident Prevention

The Consultant will comply with all applicable federal, state and local laws governing safety, health and sanitation. The Consultant will provide all safeguards, safety devices

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and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Agreement.

64. Compliance with the County Policy of Equity

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

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

Contracting Entity, 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 with the Contracting Entity will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

The Consultant will 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.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

At any time during the duration of the Agreement, Consultant may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

66. Compliance with Contracting Entity's Zero Tolerance Human Trafficking

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

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

67. Additional Information Technology (IT) Provisions

Exhibit G, Additional IT Provisions are incorporated into this Agreement. It is currently attached as Attachment 2 (Additional Information Technology (IT) Provisions) to the RFP. Consultant will also comply with Exhibit H, Information Technology and Privacy Requirements, which is currently attached as Attachment 3 (Information Technology and Privacy Requirements).

68. Additional Provisions for CDC and the Housing Authority

Exhibit I, Additional Provisions for Los Angeles County Development Authority, will be incorporated into this Agreement.

69. Compliance with Fair Chance Employment Practices

Contractor will 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 Agreement may constitute a material breach of the Agreement. In the event of such material breach, Contracting Entity may, in its sole discretion, terminate the Agreement.

70. Severability

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same will be deemed severable from the remainder of this Agreement and will in no way affect, impair or invalidate any other provision contained herein. If any such provision will be deemed invalid due to its scope or breadth, such provision will be deemed valid to the extent of the scope or breadth permitted by law.

71. Interpretation

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No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if drafted by both parties hereto.

72. Entire Agreement

This Agreement constitutes the entire Agreement between Contracting Entity and Consultant and may be modified only by further written Agreement between the parties hereto.

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IN WITNESS WHEREOF, the Contracting Entity has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of the Department of Public Works, and the Consultant 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

THE GORDIAN GROUP, INC.

By _____
Deputy Director
Department of Public Works

By _____
President

By _____
Secretary

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Truc L. Moore
Principal Deputy County Counsel

AGREEMENT FOR JOB ORDER CONTRACT (JOC) SYSTEM AND RELATED CONSULTING SERVICES

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

BY AND BETWEEN

THE COUNTY OF LOS ANGELES, a political
subdivision of the State of California, hereinafter
referred to as "Contracting Entity" or "County",

AND

FACILITY OPTIMIZATION SOLUTIONS, LLC,
hereinafter referred to as "Consultant" or
"Contractor".

The parties hereto do mutually agree as follows:

1. Definition

Contracting Entity means County. Other definitions and defined terms are contained in the various Exhibits attached to this Agreement.

2. Consultant's Services

The Scope of Services will be as outlined in Exhibit A (Scope of Services) dated January 2025. As provided in Exhibit A, Consultant will provide an existing JOC System that includes a Construction Cost Catalogue (i.e. JOC Book) and JOC Software and provide Subscription Services that includes Support Services and Maintenance Services. Consultant's proposal is incorporated herein as a part of this Agreement. In the event that any conflict or inconsistency between this Agreement and Consultant's proposal are found, such conflict or inconsistency will be resolved by giving precedence first to the Agreement and the exhibits and attachments to the Agreement. The Exhibits to this Agreement are as follows:

Exhibit A - Scope of Work

Exhibit A.1 - Functional and Technical Requirements

Exhibit A.2 - Minimum System Requirements

Exhibit A.3 - Acceptance Certificate

Exhibit A.4 - Contract Discrepancy Report

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- Exhibit A.5 - JOC Workflow
- Exhibit B - Schedule of Prices
- Exhibit C - Contractor Acknowledgement, Confidentiality, and Copyright
- Exhibit D - Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement
- Exhibit E - Third Party Products
- Exhibit F - Performance Requirements Summary
- Exhibit G - Additional Information Technology (IT) Provisions
- Exhibit H - Information Security and Privacy Requirements
- Exhibit I - Additional Provisions for CDC and the Housing Authority
- Exhibit J - Indemnification and Insurance Provision
- Exhibit K - Safely Surrendered Baby Law Flyer
- Exhibit L - Defaulted Property Tax Reduction Program
- Exhibit M – Internal Revenue Service Notice

No work will commence on this project until a written Notice to Proceed is issued by Contracting Entity. Contracting Entity does not guarantee or promise that any work will be assigned to Consultant under this Agreement until a written Notice to Proceed is issued by the Contracting Entity. Further, Consultant is not guaranteed any minimum amount of work or business under this Agreement for the JOC Program.

3. Consideration

In consideration of the performance by Consultant to Contracting Entity of the Services described in Section 2 (Consultant Services) above, including receipt and Acceptance of such work by Director of the Contracting Entity of Los Angeles Department of Public Works (hereinafter called Director). The Consultant will be compensated in accordance with the attached Schedule of Prices at Exhibit B for Phase 1 and Phase 2 work. After issuance of a Notice to Proceed by the Contracting Entity, the Consultant will be compensated according to the Schedule of Prices following Acceptance of work. An Agreement year is defined as a one-year period beginning on the execution date of this Agreement and each anniversary thereafter. Mileage is not reimbursable. There will be no additional cost for licensing, access to, or use of the JOC System that is separately applied by Consultant to Contracting Entity's contractors and consultants.

Contracting Entity agrees to pay Consultant at 2.1 percent of the dollar amount of each project work order for the Term (as defined herein) of the Agreement, in accordance with the Schedule of Prices attached to this Agreement as Exhibit B. Contracting Entity does not guarantee any number of project work orders, work or services of any specific monetary amount under this Agreement.

Consultant will invoice Contracting Entity upon the completion of tasks, subtasks, deliverables, and other additional services specified in this Agreement, Scope of

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Services, and any change orders, as applicable, and which have been approved in writing by the Contracting Entity.

- a. Monthly payments for the work accomplished shall be made upon verification and Acceptance of such work by Director, as stated in Exhibit A (Scope of Services) and at the rate of 2.10 percent for the entire Term of the Agreement, as set forth in Exhibit B (Schedule of Prices). 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 Contracting Entity's discretion, upon prior written authorization by Director, and will be based on Consultant's Firm Fixed Hourly Rate attached to this Agreement as Exhibit B (Schedule of Prices).
- c. Consultant will not proceed with Professional Services or Optional Work not set forth in the Scope of Services or perform services outside the Agreement Term without an amendment to this Agreement as set forth in Section 49 (Supplemental/Amendment). Consultant will not be paid for any expenditure beyond the Agreement amount stipulated without an amendment to this Agreement.
- d. Consultant will provide access to the JOC System to Contracting Entity contractors and subcontractors at no additional cost.
- e. No Payment for Services Provided Following Expiration/Termination of Agreement: Consultant will have no claim against Contracting Entity for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment it will immediately notify Contracting Entity and will immediately repay all such funds to Contracting Entity. Payment by Contracting Entity for services rendered after expiration/termination of this Agreement will not constitute a waiver of Contracting Entity's right to recover such payment from Consultant. This provision will survive the expiration or other termination of this Agreement.
- f. A Cost of Living Adjustment will not be granted for this Agreement.
- g. Consultant will notify Contracting Entity when Agreement amount has been incurred up to 75% of the Agreement total.
- h. Contracting Entity will retain from each Phase 1 Deliverable payment, if applicable, ten percent (10%) of the payment ("Withhold(s)") as part security for the fulfillment of

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the Agreement by the Consultant to achieve Final Acceptance of the JOC System. The Withholds will be payable to the Consultant following Final Acceptance, subject to any adjustment for any amounts arising under this Agreement owed to Contracting Entity by Consultant.

- i. Consultant will perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care").

4. Equipment and Supplies

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

5. Contracting Entity's Responsibility

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

6. Contracting Entity's Representative

Director or Director's authorized representative, will represent Contracting Entity in all matters pertaining to the services to be rendered pursuant to this Agreement. Contracting Entity will also designate a project director (Contracting Entity Project Director) and project manager (Contracting Entity Project Manager) to oversee the day to day aspects of the JOC Program.

7. Term

- a. The Term of this Agreement will begin on the date of the Effective Date of this Agreement and allow for Phase I implementation work to occur. Following Final Acceptance of Phase I, the Term of the Agreement will include up to five (5) years in the initial Term to also include Phase II. At the sole discretion of the Contracting Entity, this Agreement may be extended for two (2) one-year option year(s) not to exceed a total Agreement period of seven (7) years (collectively, from the Effective Date through the total contract period of seven (7) years, if exercised by the County, the "Term"). No work will proceed until a Notice to Proceed is issued by the Contracting Entity for Phase I and Phase II work.
- b. The Consultant will notify Public Works when this Agreement is within six (6) months

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from the expiration of the Term as provided for hereinabove. Upon occurrence of this event, the Consultant will send written notification to Public Works at the address herein provided in Section 40 (Notices).

- c. If the Contracting Entity authorizes the Consultant in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Agreement will be automatically extended solely to allow for the completion of such services.

8. Assignment and Delegation

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

9. Authorization Warranty

The Consultant represents and warrants that the person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each

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and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

10. Budget Reductions

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

11. Compliance with Applicable Law

In the performance of this Agreement, and subject to the Standard of Care, Consultant will comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

12. Compliance with Civil Rights Laws

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

13. Compliance with Jury Service Program

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

- a. Unless Consultant, 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

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qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Consultant will have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

- b. For purposes of this Section, Contractor means a person, partnership, corporation or other entity which has a Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or subcontracts. Employee means any California resident who is a full -time employee of Contractor. Full- time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor will also be subject to the provisions of this Section. The provisions of this Section will be inserted into any such subcontract Agreement and a copy of the Jury Service Program will be attached to the Agreement.
- c. If Consultant is not required to comply with the Jury Service Program when the Agreement commences, Contractor will have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Contractor will 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 will immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside the Jury Service Program's definition of Contractor and/or that Contractor continues to qualify for an exception to the Program.
- d. Contractor's violation of this Section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Contractor and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

14. Confidentiality

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Consultant will maintain the confidentiality of all records and information, proprietary information, software codes, trade secrets, confidential information, etc., whether of Contracting Entity 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, Contracting Entity policies concerning information technology security and the protection of confidential records and information.

Consultant will inform all of its officers, employees, agents, and subconsultants providing services hereunder of the confidentiality provisions of this Agreement.

Consultant will sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement," Exhibit C. Consultant will cause each non-employee performing services covered by this Agreement to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment Confidentiality and Copyright Assignment Agreement," Exhibit D.

15. Conflict of Interest

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

The Consultant will comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the Term of this Agreement. The Consultant warrants that it is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it will immediately make full written disclosure of such facts to the Contracting Entity. Full written disclosure will 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 will be a material breach of this Agreement.

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

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

17. Employees of Consultant

Workers' Compensation: The Consultant understands and agrees that all persons furnishing services to the Contracting Entity pursuant to this Agreement are, for the purposes of Workers' Compensation liability, employees solely of the Consultant. Consultant will bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Contracting Entity under this Agreement.

Professional Conduct: The Contracting Entity does not and will not condone any acts, gestures, comments or conduct from the Consultant's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Contracting Entity will properly investigate all charges of harassment by residents, employees or agents of the Contracting Entity against any and all Consultant's employees, agents or subcontractors providing services for the Contracting Entity. The Consultant assumes all liability for the actions of the Consultant's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Consultant.

18. Contractor Employee Criminal Background Investigation

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

If a member of Consultant's staff does not pass the background investigation, Contracting Entity may request that the member of Consultant's staff be removed immediately from performing services under the Agreement. Contractor will comply with Contracting Entity's request at any time during the Term of the Agreement. Contracting Entity will not provide to Consultant or to Consultant's staff any information obtained through the Contracting Entity's background investigation. Contracting Entity, in its sole discretion, may immediately deny or terminate facility access to any member of Consultant's staff that does not pass such investigation to the satisfaction of the Contracting Entity or whose background or conduct is incompatible with Contracting Entity facility access. Disqualification of any member of Consultant's staff pursuant to this section will not relieve Consultant of its obligation to complete all work in

accordance with the terms and conditions of this Agreement.

19. Consultant Responsibility and Debarment

- a. A responsible Consultant 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 Contracting Entity'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 Contracting Entity's policy to conduct business only with responsible Contractors.
- b. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the Contracting Entity Code, if the Contracting Entity acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the Contracting Entity 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 Contracting Entity 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 Contracting Entity.
- c. The Contracting Entity 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 Contracting Entity or a nonprofit corporation created by the Contracting Entity; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the Contracting Entity, any other public entity, or a nonprofit corporation created by the Contracting Entity, 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 Contracting Entity 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 will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the

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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 will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny or adopt the proposed decision and recommendation of the 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 Contracting Entity 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 Contracting Entity.
- 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

- i. These terms will also apply to subcontractors of Contracting Entity Contractors.

20. Consultant's Acknowledgement of Contracting Entity's Commitment to the Safety Surrendered Baby Law

The Consultant acknowledges that the Contracting Entity places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the Contracting Entity's policy to encourage all Contracting Entity Consultants to

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voluntarily post the Contracting Entity's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Contracting Entity's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

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

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

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and will during the Term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will 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 will constitute a default by Contractor under this Agreement.

22. Contracting Entity's Quality Assurance Plan

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

23. Contracting Entity Rights

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The Contracting Entity may employ, either during or after performance of this Agreement, any right of recovery the Contracting Entity may have against the Consultant 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 Contracting Entity under this Agreement are in addition to any right or remedy provided by California law.

24. Damage to Contracting Entity Facilities, Buildings Grounds

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

25. Employment Eligibility Verification

Consultant 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. Consultant will 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. Consultant will retain such documentation for all covered employees for the period prescribed by law.

26. Facsimile/Electronic Representations

The Contracting Entity and the Consultant 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 Agreement, such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

27. Fair Labor Standards

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Consultant will comply with all applicable provisions of the Federal Fair Labor Standards Act.

28. Force Majeure

- a. Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's 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 Consultant will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Consultant and such subconsultant, and without any fault or negligence of either of them. In such case, Consultant will 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 Consultant 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 Consultant's failure to perform arises out of a force majeure event, Consultant 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 Agreement will be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder will be exclusively in the Contracting Entity of Los Angeles.

30. Independent Consultant Status

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

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

Consultant will 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 Consultant pursuant to this Agreement.

31. Indemnification and Insurance

The Indemnification and Insurance Provisions are set forth in Attachment 5 (Indemnification and Insurance Provision) of the RFP which will be attached as Exhibit J (Indemnification and Insurance Provision).

32. Liquidated Damages

- a. If, in the judgment of the Director, or his/her designee, the Consultant 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 Consultant'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 Consultant from the Contracting Entity, will be forwarded to the Consultant by the Director, or his/her designee, in a written notice describing the reasons for said action.
- b. If the Director or his/her designee, determines that there are deficiencies in the performance of this Agreement that the Director, or his/her designee, deems are correctable by the Consultant over a certain time span, the Director, or his/her designee, will provide a written notice to the Consultant to correct the deficiency within specified time frames. Should the Consultant fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) Deduct from the Consultant's payment, pro rata, those applicable portions of the Monthly Agreement Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Consultant to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable

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estimate of such damages is Five Hundred Dollars (\$500) per day per infraction, and that the Consultant will be liable to the Contracting Entity for liquidated damages in said amount. Said amount will be deducted from the Contracting Entity's payment to the Consultant; and/or (c) Upon giving five (5) days notice to the Consultant for failure to correct the deficiencies, the Contracting Entity may correct any and all deficiencies and the total costs incurred by the Contracting Entity for completion of the work by an alternate source, whether it be Contracting Entity forces or separate private Consultant, will be deducted and forfeited from the payment to the Consultant from the Contracting Entity, as determined by the Contracting Entity.

- a. The action noted in this Section will not be construed as a penalty, but as adjustment of payment to the Consultant to recover the Contracting Entity cost due to the failure of the Consultant to complete or comply with the provisions of this Agreement.
- b. This Section will not, in any manner, restrict or limit the Contracting Entity's right to damages for any breach of this Agreement provided by law or as specified in Section b above, and will not, in any manner, restrict or limit the Contracting Entity's right to terminate this Agreement as agreed to herein.
- e. In addition to the above, Public Works may use Exhibit F, Performance Requirements Summary, to evaluate Contractor's performance. Please note, should an inconsistency be determined between the Scope of Work, Liquidated Damages, and the Performance Requirements Summary (Exhibit F), the higher service level in the judgment of Public Works will prevail.

33. CARD

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 an Agreement Term extension option.

34. Nondiscrimination and Affirmative Action

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

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- c. The Consultant will 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 will 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 Consultant 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 Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- f. The Consultant will allow Contracting Entity representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Section when so requested by the Contracting Entity.
- g. If the Contracting Entity finds that any provisions of this Section have been violated, such violation will constitute a material breach of this Agreement upon which the Contracting Entity may terminate or suspend this Agreement. While the Contracting Entity reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the Contracting Entity that the Consultant has violated the anti-discrimination provisions of this Agreement.
- h. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Agreement, the Contracting Entity will, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

35. Non Exclusivity

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Nothing herein is intended nor will be construed as creating any exclusive arrangement with the Consultant. This Agreement will 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 Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party will, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

37. Notice of Disputes

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

38. Notice to Employees Regarding the Federal Earned Income Credit

Consultant will notify its employees, and will 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 will be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

39. Notice to Employees Regarding the Safely Surrendered Baby Law

The Consultant will notify and provide to its employees, and will 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 how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's, A Safely Surrendered Baby Law poster, in a prominent position at the Consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used.

40. Notices

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

CONTRACTING ENTITY

Department of Public Works
Business Relations and Contracts Division
Contract Section I, 8th Floor
900 South Fremont Avenue
Alhambra, CA 91803
(626) 458-4056

CONSULTANT

Facility Optimization Solutions, LLC
50 Fountain Plaza, Suite 200
Buffalo, NY 14202
(716) 316-5664

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

41. Ownership of Contracting Entity Materials and Contracting Entity Data

- a. Except for preexisting materials created before the Effective Date of this Agreement, Consultant and Contracting Entity agree that all materials, including but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of Deliverables, and any other materials or information developed under this Agreement 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, with the exception of the Consultant's JOC System, Software, JOC Book and non-customized portions of the training materials for the JOC System are and/or will be the sole property of Contracting Entity (hereafter collectively, "Contracting Entity Materials"). Further, all data entered into the System for Contracting Entity JOC work, and any other Contracting Entity data (collectively, "Contracting Entity Data"), will be the sole and exclusive property of the Contracting Entity. Consultant hereby assigns and transfers to Contracting Entity all Consultant's right, title and interest in and to all such Contracting Entity Materials developed under this Agreement. Consultant will retain ownership of Contractor's JOC System, Software, JOC Book and non-customized portions of the training materials, but County will be permitted to use these items pursuant to the license in Paragraph 2.0 of Exhibit G (Additional Information Technology (IT) Provisions).

Notwithstanding such Contracting Entity ownership in the Contracting Entity Materials, Consultant may retain possession of working papers and materials prepared by Consultant under this Agreement. During and for a minimum of five

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- years subsequent to the Term of this Agreement, Contracting Entity will 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. Consultant will execute all documents requested by Contracting Entity and will perform all other acts requested by Contracting Entity to assign and transfer to, and vest in Contracting Entity, all Consultant's right, title and interest in and to the Contracting Entity Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Agreement. Contracting Entity will have the right to register all applicable copyrights, trademarks and patents in the name of the Contracting Entity of Los Angeles. Further, Contracting Entity will have the right to assign, license, or otherwise transfer any and all Contracting Entity's rights, title and interest, including, but not limited to copyrights, trademarks, and patents, in and to the Contracting Entity Materials.
 - c. Consultant represents and warrants that the Contracting Entity Materials prepared herein under this Agreement, are the original work of Consultant and do not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the Contracting Entity Materials that are not the original work of Consultant, Consultant represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the Contracting Entity Materials.
 - d. Consultant will affix the following notice to all Contracting Entity Materials: "© Copyright 2025 (or such other appropriate date of first publication), Contracting Entity of Los Angeles. All Rights Reserved." Consultant will affix such notice on the title page of all images, photographs, documents and writings, and otherwise as Contracting Entity may direct.
 - e. Contracting Entity will also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all Contracting Entity Materials resulting from this Agreement. Contracting Entity will however, honor requests by Consultant seeking removal of all acknowledgment and/or attribution language relating to the Consultant, should Consultant no longer wish to receive attribution for its work on the Contracting Entity Materials.
 - f. If directed to do so by Contracting Entity, Consultant will place the Contracting

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Entity name and Contracting Entity logo on Contracting Entity Materials developed under this Agreement. Consultant may not, however, use the Contracting Entity name and Contracting Entity logo on any other materials prepared or developed by Consultant that falls outside the scope of this Agreement.

42. Prohibition Against Inducement or Persuasion

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

43. Prohibition from Participation in Future Solicitation(s)

Neither Consultant nor any subsidiary of or subcontractor to Consultant will participate in any way in any future solicitation conducted by Contracting Entity that includes or is based upon any solicitation document that is developed as a result of the services rendered by Consultant under this Agreement. As this prohibition applies to subcontractors of the Consultant, Consultant will notify any subcontractors providing services under this Agreement of this prohibition before they commence work under this Agreement. Any response to a solicitation submitted by Consultant or by any subsidiary of or subcontractor to Consultant in violation of this provision will be rejected by Contracting Entity. This provision will survive the expiration or other termination of this Agreement.

44. Public Records Act

- a. Any documents submitted by the Consultant; all information obtained in connection with the Contracting Entity's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Record Retention and Inspection/Audit Settlement Section of this Agreement; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of the Contracting Entity. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The Contracting Entity will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- b. In the event the Contracting Entity is required to defend an action on a Public Records Act request for any of the aforementioned documents, information,

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books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the Consultant agrees to defend and indemnify the Contracting Entity from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

45. Publicity

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

46. Record Retention and Inspection/Audit Settlement

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

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diem, and other costs incurred by the Contracting Entity to examine, audit, excerpt, copy, or transcribe such material at such other location.

- a. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant will file a copy of such audit report with the Contracting Entity's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the Contracting Entity will make a reasonable effort to maintain the confidentiality of such audit report(s).
- b. Failure on the part of the Consultant to comply with any of the provisions of this Section will constitute a material breach of this Agreement upon which the Contracting Entity may terminate or suspend this Agreement.
- c. If, at any time during the Term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the Contracting Entity conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the Contracting Entity's dollar liability for any such work is less than payments made by the Contracting Entity to the Consultant, then the difference will be either: a) repaid by the Consultant to the Contracting Entity by cash payment upon demand or b) at the sole option of the Contracting Entity's Auditor-Controller, deducted from any amounts due to the Consultant from the Contracting Entity, whether under this Agreement or otherwise. If such audit finds that the Contracting Entity's dollar liability for such work is more than the payments made by the Contracting Entity to the Consultant, then the difference will be paid to the Consultant by the Contracting Entity by cash payment, provided that in no event will the Contracting Entity's maximum obligation for this Agreement exceed the funds appropriated by the Contracting Entity for the purpose of this Agreement.

47. Recycled Bond Paper

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

48. Subcontracting

- a. The requirements of this Agreement may not be subcontracted by the Consultant without the advance approval of the Contracting Entity. Subcontractors listed in the Consultant's Proposals are approved by Contracting Entity, unless otherwise indicated by Contracting Entity. Any

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attempt by the Consultant to subcontract without the prior consent of the Contracting Entity may be deemed a material breach of this Agreement.

- b. If the Consultant desires to subcontract, the Consultant will provide the following information promptly at the Contracting Entity'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 Contracting Entity.
- c. The Consultant shall indemnify and hold the Contracting Entity 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 Consultant employees.
- d. The Contracting Entity does not have contractual privity with the Subcontractor. The Consultant will remain fully responsible for all performances required of it under this Agreement, including those that the Consultant has determined to subcontract. Consultant will remain fully responsible for services rendered by any Subcontractor pursuant to a subcontract between the Consultant and Subcontractor.
- e. The Consultant will be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the Contracting Entity's consent to subcontract.
- h. The Consultant will obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the Contracting Entity from each approved Subcontractor. The Consultant will ensure delivery of all such documents to:

Department of Public Works
Business Relations and Contracts Division
Contracts Section I, 8th Floor
900 South Fremont Avenue
Alhambra, CA 91803
(626) 458-4069

before any Subcontractor employee may perform any work hereunder.

49. Supplemental/Amendment

- a. For any change which affects the Scope of Services, Term, Agreement Sum, payments, or any term or condition included under this Agreement, a Supplement or

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an Amendment will be prepared and executed by the Consultant and by Director.

- b. The Contracting Entity's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the Term of this Agreement. The Contracting Entity reserves the right to add and/or change such provisions as required by the Contracting Entity's Board of Supervisors or Chief Executive Officer. To implement such changes, a Supplement or an Amendment to the Agreement will be prepared, presented to Consultant for review and executed by the Consultant and by the Director.
- c. The Contracting Entity, at its sole discretion, may authorize extensions of time as defined in Section 7 (Term). The Consultant agrees that such extensions of time will not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, a Notice to the Consultant will be prepared by Contracting Entity unless the Term extension is applied automatically in accordance with Section 7.c.

50. Termination for Breach of Warranty to Maintain Compliance with Contracting Entity'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, will constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Agreement pursuant to Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

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" will constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice will be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

52. Termination for Convenience

- a. This Agreement may be terminated, in whole or in part, when such action is deemed by the Contracting Entity, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Consultant specifying the extent to which performance of work is terminated and

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the date upon which such termination becomes effective. The date upon which such termination becomes effective will 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 Contracting Entity, the Consultant will 1) stop work under this Agreement on the date and to the extent specified in such notice, and 2) complete performance of such part of the work as will 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 Consultant under this Agreement will be maintained by the Consultant in accordance with Record Retention and Inspection/Audit Settlement Section.
- d. Contracting Entity will not incur any liability to Contracting Entity, other than payment for work already performed, up to the date of termination.

53. Termination for Default

- a. The Contracting Entity may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of Contracting Entity's Project Director:
 - Consultant has materially breached this Agreement; or
 - Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the Contracting Entity may authorize in writing) after receipt of written notice from the Contracting Entity specifying such failure.
- b. In the event that the Contracting Entity terminates this Agreement in whole or in part as provided in this Section, the Contracting Entity may procure, upon such terms and in such manner as the Contracting Entity may deem appropriate, goods and services similar to those so terminated. The Consultant will be liable to the Contracting Entity for any and all excess costs incurred by the Contracting Entity for such similar goods and services, but only to the extent agreed to by the Parties or if Consultant has been found negligent by a court of competent jurisdiction. The Consultant will continue the performance of this Agreement to the extent not terminated under the provisions of this sub-Section.
- c. Except with respect to defaults of any Subcontractor, the Consultant will not be liable for any such excess costs of the type identified in above sub-Section if its failure to perform this Agreement arises out of causes beyond the control and

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without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the Contracting Entity 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 Consultant. 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 Consultant and Subcontractor, and without the fault or negligence of either of them, the Consultant will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Consultant 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 Contracting Entity has given notice of termination under the provisions of this Section, it is determined by the Contracting Entity that the Consultant 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 will be the same as if the notice of termination had been issued pursuant to Termination for Convenience Section.
- c. The rights and remedies of the Contracting Entity provided in this Section will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

54. Termination for Improper Consideration

Contracting Entity may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any Contracting Entity 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 Consultant's performance pursuant to the Agreement. In the event of such termination, Contracting Entity will be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

Consultant will immediately report any attempt by a Contracting Entity officer or employee to solicit such improper consideration. The report will be made either to Contracting Entity manager charged with the supervision of the employee or to Contracting Entity 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 Contracting Entity may terminate this Agreement forthwith in the event of the occurrence of any of the following: 1) Insolvency of the Consultant. The Consultant will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code; 2) The filing of a voluntary or involuntary petition regarding the Consultant under the Federal Bankruptcy Code; 3) The appointment of a Receiver or Trustee for the Consultant; or 4) The execution by the Consultant of a general assignment for the benefit of creditors.
- b. The rights and remedies of the Contracting Entity provided in this Section will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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

57. Termination For Non-Appropriation of Funds

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

58. Time Off for Voting

The Consultant will notify its employees and will 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 Consultant and subconsultants will keep posted conspicuously at the place of work, if

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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.

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

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

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

60. Validity

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

61. Waiver

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

62. Warranty Against Contingent Fees

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

63. Safety Standards and Accident Prevention

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The Consultant will comply with all applicable federal, state and local laws governing safety, health and sanitation. The Consultant will provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Agreement.

64. Compliance with the County Policy of Equity

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

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

Contracting Entity, 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 with the Contracting Entity will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

The Consultant will 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.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

At any time during the duration of the Agreement, Consultant may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

66. Compliance with Contracting Entity's Zero Tolerance Human Trafficking

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Contractor acknowledges that the Contracting Entity 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 Contracting Entity will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Agreement. Contracting Entity 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 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

67. Additional Information Technology (IT) Provisions

Exhibit G, Additional IT Provisions are incorporated into this Agreement. It is currently attached as Attachment 2 (Additional Information Technology (IT) Provisions) to the RFP. Consultant will also comply with Exhibit H, Information Technology and Privacy Requirements, which is currently attached as Attachment 3 (Information Technology and Privacy Requirements).

68. Additional Provisions for CDC and the Housing Authority

Exhibit I, Additional Provisions for Los Angeles County Development Authority, will be incorporated into this Agreement.

69. Compliance with Fair Chance Employment Practices

Contractor will 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 Agreement may constitute a material breach of the Agreement. In the event of such material breach, Contracting Entity may, in its sole discretion, terminate the Agreement.

70. Severability

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same will be deemed severable from the remainder of this Agreement and will in no way affect, impair or invalidate any other provision contained herein. If any such provision will be deemed invalid due to its scope or breadth, such provision will be deemed valid to the extent of the scope or breadth permitted by law.

71. Interpretation

No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if drafted by both parties hereto.

72. Each party to this Agreement agrees to comply with all applicable laws, including the Anti-Bribery and Anti-Corruption laws, of every government entity having jurisdiction in this matter, as well as the Foreign Corrupt Practices Act (FCPA) of the United States, and the Anti-Trafficking provisions of the Federal Acquisition Regulations. Each party to this Agreement shall comply with its respective Code of Conduct ("Policy"). Further, each party shall use Consultant's independently maintained "Ethics Line" to report, anonymously or otherwise, any suspected violation of law or Policy during the course of the services, including any potential violation of the FCPA, or any federal or state procurement laws.

By telephone (24 hours a day, 7 days a week): 1.855.502.1878

By email: www.reQortlineweb.com/cannondesign

Contracting Entity represents that it is not currently suspended, debarred, declared ineligible or voluntarily excluded by any federal or state entity. Contracting Entity will notify Consultant immediately if it becomes suspended or debarred.

73. Entire Agreement

This Agreement constitutes the entire Agreement between Contracting Entity and Consultant and may be modified only by further written Agreement between the parties hereto.

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ENCLOSURE 1

IN WITNESS WHEREOF, the Contracting Entity has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of the Department of Public Works, and the Consultant 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

FACILITY OPTIMIZATION SOLUTIONS, LLC

By _____
Deputy Director
Department of Public Works

By _____
President

By _____
Secretary

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Truc L. Moore
Principal Deputy County Counsel

AGREEMENT FOR JOB ORDER CONTRACT (JOC) SYSTEM AND RELATED CONSULTING SERVICES

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

BY AND BETWEEN

LOS ANGELES COUNTY DEVELOPMENT
AUTHORITY, hereinafter referred to as
"Contracting Entity" or "LACDA",

AND

THE GORDIAN GROUP, INC.,
hereinafter referred to as "Consultant" or
"Contractor".

The parties hereto do mutually agree as follows:

1. Definition

Contracting Entity means the Los Angeles County Development Authority. Other definitions and defined terms are contained in the various Exhibits attached to this Agreement.

2. Consultant's Services

The Scope of Services will be as outlined in Exhibit A (Scope of Services) dated January 2025. As provided in Exhibit A, Consultant will provide an existing JOC System that includes a Construction Cost Catalogue (i.e. JOC Book) and JOC Software, and provide Subscription Services that includes Support Services and Maintenance Services. Consultant's proposal is incorporated herein as a part of this Agreement. In the event that any conflict or inconsistency between this Agreement and Consultant's proposal are found, such conflict or inconsistency will be resolved by giving precedence first to the Agreement and the exhibits and attachments to the Agreement. The Exhibits to this Agreement are as follows:

Exhibit A - Scope of Work

Exhibit A.1 - Functional and Technical Requirements

Exhibit A.2 - Minimum System Requirements

Exhibit A.3 - Acceptance Certificate

ENCLOSURE 2

Exhibit A.4 - Contract Discrepancy Report

Exhibit A.5 - JOC Workflow

Exhibit B - Schedule of Prices

Exhibit C - Contractor Acknowledgement, Confidentiality, and Copyright

Exhibit D - Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement

Exhibit E - Third Party Products

Exhibit F - Performance Requirements Summary

Exhibit G - Additional Information Technology (IT) Provisions

Exhibit H - Information Security and Privacy Requirements

Exhibit I - Additional Provisions for LACDA

Exhibit J - Indemnification and Insurance Provision

Exhibit K - Safely Surrendered Baby Law Flyer

Exhibit L - Defaulted Property Tax Reduction Program

Exhibit M – Internal Revenue Service Notice

No work will commence on this project until a written Notice to Proceed is issued by Contracting Entity. Contracting Entity does not guarantee or promise that any work will be assigned to Consultant under this Agreement until a written Notice to Proceed is issued by the Contracting Entity. Further, Consultant is not guaranteed any minimum amount of work or business under this Agreement for the JOC Program.

3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to Contracting Entity of the Services described in Section 2 (Consultant Services) above, including receipt and Acceptance of such work by Director of the Contracting Entity of Los Angeles Department of Public Works (hereinafter called Director). The Consultant will be compensated in accordance with the attached Schedule of Prices at Exhibit B for Phase 1 and Phase 2 work. After issuance of a Notice to Proceed by the Contracting Entity, the Consultant will be compensated according to the Schedule of Prices following Acceptance of work. An Agreement year is defined as a one-year period beginning on the execution date of this Agreement and each anniversary thereafter. Mileage is not reimbursable. There will be no additional cost for licensing, access to, or use of the JOC System that is separately applied by Consultant to Contracting Entity's contractors and consultants.

Contracting Entity agrees to pay Consultant at 2.1 percent of the dollar amount of each project work order for the Term (as defined herein) of the Agreement, in accordance with the Schedule of Prices attached to this Agreement as Exhibit B. Contracting Entity does not guarantee any number of project work orders, work or services of any specific monetary amount under this Agreement.

ENCLOSURE 2

Consultant will invoice Contracting Entity upon the completion of tasks, subtasks, deliverables, and other additional services specified in this Agreement, Scope of Services, and any change orders, as applicable, and which have been approved in writing by the Contracting Entity.

- a. Monthly payments for the work accomplished shall be made upon verification and Acceptance of such work by Director, as stated in Exhibit A (Scope of Services) and at the rate of 2.10 percent for the entire Term of the Agreement, as set forth in Exhibit B (Schedule of Prices). 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 Contracting Entity's discretion, upon prior written authorization by Director, and will be based on Consultant's Firm Fixed Hourly Rate attached to this Agreement as Exhibit B (Schedule of Prices).
- c. Consultant will not proceed with Professional Services or Optional Work not set forth in the Scope of Services or perform services outside the Agreement Term without an amendment to this Agreement as set forth in Section 49 (Supplemental/Amendment). Consultant will not be paid for any expenditure beyond the Agreement amount stipulated without an amendment to this Agreement.
- d. Consultant will provide access to the JOC System to Contracting Entity contractors and subcontractors at no additional cost.
- e. No Payment for Services Provided Following Expiration/Termination of Agreement: Consultant will have no claim against Contracting Entity for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment it will immediately notify Contracting Entity and will immediately repay all such funds to Contracting Entity. Payment by Contracting Entity for services rendered after expiration/termination of this Agreement will not constitute a waiver of Contracting Entity's right to recover such payment from Consultant. This provision will survive the expiration or other termination of this Agreement.
- f. A Cost of Living Adjustment will not be granted for this Agreement.
- g. Consultant will notify Contracting Entity when Agreement amount has been incurred up to 75% of the Agreement total.

ENCLOSURE 2

- h. Contracting Entity will retain from each Phase 1 Deliverable payment, if applicable, ten percent (10%) of the payment ("Withhold(s)") as part security for the fulfillment of the Agreement by the Consultant to achieve Final Acceptance of the JOC System. The Withholds will be payable to the Consultant following Final Acceptance, subject to any adjustment for any amounts arising under this Agreement owed to Contracting Entity by Consultant.

4. Equipment and Supplies

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

5. Contracting Entity's Responsibility

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

6. Contracting Entity's Representative

Director or Director's authorized representative, will represent Contracting Entity in all matters pertaining to the services to be rendered pursuant to this Agreement. Contracting Entity will also designate a project director (Contracting Entity Project Director) and project manager (Contracting Entity Project Manager) to oversee the day to day aspects of the JOC Program.

7. Term

- a. The Term of this Agreement will begin on the date of the Effective Date of this Agreement and allow for Phase I implementation work to occur. Following Final Acceptance of Phase I, the Term of the Agreement will include up to five (5) years in the initial Term to also include Phase II. At the sole discretion of the Contracting Entity, this Agreement may be extended for two (2) one-year option year(s) not to exceed a total Agreement period of seven (7) years (collectively, from the Effective Date through the total contract period of seven (7) years, if exercised by LACDA, the "Term"). No work will proceed until a Notice to Proceed is issued by the Contracting Entity for Phase I and Phase II work.
- b. The Consultant will notify Public Works when this Agreement is within six (6) months from the expiration of the Term as provided for hereinabove. Upon occurrence of this event, the Consultant will send written notification to Public Works at the address

herein provided in Section 40 (Notices).

- c. If the Contracting Entity authorizes the Consultant in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Agreement will be automatically extended solely to allow for the completion of such services.

8. Assignment and Delegation

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

9. Authorization Warranty

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

10. Budget Reductions

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

11. Compliance with Applicable Law

In the performance of this Agreement, Consultant will comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

12. Compliance with Civil Rights Laws

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

13. Compliance with Jury Service Program

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

- a. Unless Consultant, also referred herein as Contractor, has demonstrated to LACDA'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), Consultant will have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five

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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 Agreement with LACDA 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 LACDA, 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 LACDA under the Agreement, the subcontractor will also be subject to the provisions of this Section. The provisions of this Section will be inserted into any such subcontract Agreement and a copy of the Jury Service Program will be attached to the Agreement.
- c. If Consultant is not required to comply with the Jury Service Program when the Agreement commences, Contractor will have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Contractor will 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 will immediately implement a written policy consistent with the Jury Service Program. LACDA may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to LACDA'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 Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Contractor and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

14. Confidentiality

Consultant will maintain the confidentiality of all records and information, proprietary information, software codes, trade secrets, confidential information, etc., whether of Contracting Entity or third parties, in accordance with all applicable Federal, State, and

ENCLOSURE 2

local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, Contracting Entity policies concerning information technology security and the protection of confidential records and information.

Consultant will inform all of its officers, employees, agents, and subconsultants providing services hereunder of the confidentiality provisions of this Agreement.

Consultant will sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement," Exhibit C. Consultant will cause each non-employee performing services covered by this Agreement to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment Confidentiality and Copyright Assignment Agreement," Exhibit D.

15. Conflict of Interest

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

The Consultant will comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the Term of this Agreement. The Consultant warrants that it is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it will immediately make full written disclosure of such facts to the Contracting Entity. Full written disclosure will 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 will be a material breach of this Agreement.

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

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

17. Employees of Consultant

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Workers' Compensation: The Consultant understands and agrees that all persons furnishing services to the Contracting Entity pursuant to this Agreement are, for the purposes of Workers' Compensation liability, employees solely of the Consultant. Consultant will bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Contracting Entity under this Agreement.

Professional Conduct: The Contracting Entity does not and will not condone any acts, gestures, comments or conduct from the Consultant's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Contracting Entity will properly investigate all charges of harassment by residents, employees or agents of the Contracting Entity against any and all Consultant's employees, agents or subcontractors providing services for the Contracting Entity. The Consultant assumes all liability for the actions of the Consultant's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Consultant.

18. Contractor Employee Criminal Background Investigation

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

If a member of Consultant's staff does not pass the background investigation, Contracting Entity may request that the member of Consultant's staff be removed immediately from performing services under the Agreement. Contractor will comply with Contracting Entity's request at any time during the Term of the Agreement. Contracting Entity will not provide to Consultant or to Consultant's staff any information obtained through the Contracting Entity's background investigation. Contracting Entity, in its sole discretion, may immediately deny or terminate facility access to any member of Consultant's staff that does not pass such investigation to the satisfaction of the Contracting Entity or whose background or conduct is incompatible with Contracting Entity facility access. Disqualification of any member of Consultant's staff pursuant to this section will not relieve Consultant of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

19. Consultant Responsibility and Debarment

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- a. A responsible Consultant 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 Contracting Entity'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 Contracting Entity's policy to conduct business only with responsible Contractors.
- b. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the Contracting Entity Code, if the Contracting Entity acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the Contracting Entity 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 Contracting Entity 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 Contracting Entity.
- c. The Contracting Entity 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 Contracting Entity or a nonprofit corporation created by the Contracting Entity; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the Contracting Entity, any other public entity, or a nonprofit corporation created by the Contracting Entity, 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 Contracting Entity 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 will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- f. After consideration of any objections, or if no objections are submitted, a record of

ENCLOSURE 2

the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny or adopt the proposed decision and recommendation of the 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 Contracting Entity 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 Contracting Entity.
- 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

- i. These terms will also apply to subcontractors of Contracting Entity Contractors.

20. Consultant's Acknowledgement of Contracting Entity's Commitment to the Safety Surrendered Baby Law

The Consultant acknowledges that the Contracting Entity places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the Contracting Entity's policy to encourage all Contracting Entity Consultants to voluntarily post the Contracting Entity's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Subcontractors, if any, to post this poster in a prominent position in the

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Subcontractor's place of business. The Contracting Entity's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

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

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

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and will during the Term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will 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 will constitute a default by Contractor under this Agreement.

22. Contracting Entity's Quality Assurance Plan

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

23. Contracting Entity Rights

The Contracting Entity may employ, either during or after performance of this Agreement, any right of recovery the Contracting Entity may have against the

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Consultant 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 Contracting Entity under this Agreement are in addition to any right or remedy provided by California law.

24. Damage to Contracting Entity Facilities, Buildings Grounds

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

25. Employment Eligibility Verification

Consultant 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. Consultant will 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. Consultant will retain such documentation for all covered employees for the period prescribed by law.

26. Facsimile/Electronic Representations

The Contracting Entity and the Consultant 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 Agreement, such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

27. Fair Labor Standards

Consultant will comply with all applicable provisions of the Federal Fair Labor Standards Act.

28. Force Majeure

- a. Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's 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 Consultant will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Consultant and such subconsultant, and without any fault or negligence of either of them. In such case, Consultant will 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 Consultant 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 Consultant's failure to perform arises out of a force majeure event, Consultant 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 Agreement will be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder will be exclusively in the Contracting Entity of Los Angeles.

30. Independent Consultant Status

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

The Consultant will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits.

ENCLOSURE 2

The Contracting Entity will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant. Consultant understands and agrees that all persons furnishing services to Contracting Entity pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Consultant and not of Contracting Entity.

Consultant will 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 Consultant pursuant to this Agreement.

31. Indemnification and Insurance

The Indemnification and Insurance Provisions are set forth in Attachment 5 (Indemnification and Insurance Provision) of the RFP which will be attached as Exhibit J (Indemnification and Insurance Provision).

32. Liquidated Damages

- a. If, in the judgment of the Director, or his/her designee, the Consultant 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 Consultant'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 Consultant from the Contracting Entity, will be forwarded to the Consultant by the Director, or his/her designee, in a written notice describing the reasons for said action.
- b. If the Director or his/her designee, determines that there are deficiencies in the performance of this Agreement that the Director, or his/her designee, deems are correctable by the Consultant over a certain time span, the Director, or his/her designee, will provide a written notice to the Consultant to correct the deficiency within specified time frames. Should the Consultant fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) Deduct from the Consultant's payment, pro rata, those applicable portions of the Monthly Agreement Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Consultant 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 Consultant will be liable to the Contracting Entity for liquidated damages in said amount. Said amount will be deducted from the Contracting Entity's payment to the Consultant; and/or (c) Upon giving five (5)

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days notice to the Consultant for failure to correct the deficiencies, the Contracting Entity may correct any and all deficiencies and the total costs incurred by the Contracting Entity for completion of the work by an alternate source, whether it be Contracting Entity forces or separate private Consultant, will be deducted and forfeited from the payment to the Consultant from the Contracting Entity, as determined by the Contracting Entity.

- a. The action noted in this Section will not be construed as a penalty, but as adjustment of payment to the Consultant to recover the Contracting Entity cost due to the failure of the Consultant to complete or comply with the provisions of this Agreement.
- b. This Section will not, in any manner, restrict or limit the Contracting Entity's right to damages for any breach of this Agreement provided by law or as specified in Section b above, and will not, in any manner, restrict or limit the Contracting Entity's right to terminate this Agreement as agreed to herein.
- e. In addition to the above, Public Works may use Exhibit F, Performance Requirements Summary, to evaluate Contractor's performance. Please note, should an inconsistency be determined between the Scope of Work, Liquidated Damages, and the Performance Requirements Summary (Exhibit F), the higher service level in the judgment of Public Works will prevail.

33. CARD

LACDA maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether LACDA will exercise an Agreement Term extension option.

34. Nondiscrimination and Affirmative Action

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

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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 Consultant 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 Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- f. The Consultant will allow Contracting Entity representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Section when so requested by the Contracting Entity.
- g. If the Contracting Entity finds that any provisions of this Section have been violated, such violation will constitute a material breach of this Agreement upon which the Contracting Entity may terminate or suspend this Agreement. While the Contracting Entity reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the Contracting Entity that the Consultant has violated the anti-discrimination provisions of this Agreement.
- h. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Agreement, the Contracting Entity will, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

35. Non Exclusivity

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

36. Notice of Delays

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

37. Notice of Disputes

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

38. Notice to Employees Regarding the Federal Earned Income Credit

Consultant will notify its employees, and will 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 will be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

39. Notice to Employees Regarding the Safely Surrendered Baby Law

The Consultant will notify and provide to its employees, and will 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 how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

The Consultant acknowledges that LACDA places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is LACDA's policy to encourage all County Consultants to voluntarily post the County's, A Safely Surrendered Baby Law poster, in a prominent position at the Consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used.

40. Notices

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

CONTRACTING ENTITY

CONSULTANT

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Los Angeles County Development Authority
Linda Jenkins, Contracting Officer
700 West Main Street
Alhambra, CA 91801
(626) 586-1758

The Gordian Group, Inc.
Attn: Legal Department
30 Patewood Drive, Suite 350
Greenville, SC 29615
(800) 874-2291

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

41. Ownership of Contracting Entity Materials and Contracting Entity Data

- a. Except for preexisting materials created before the Effective Date of this Agreement, Consultant and Contracting Entity agree that all materials, including but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of Deliverables, and any other materials or information developed under this Agreement 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, with the exception of the Consultant's JOC System, Software, JOC Book and non-customized portions of the training materials for the JOC System are and/or will be the sole property of Contracting Entity (hereafter collectively, "Contracting Entity Materials"). Further, all data entered into the System for Contracting Entity JOC work, and any other Contracting Entity data (collectively, "Contracting Entity Data"), will be the sole and exclusive property of the Contracting Entity. Consultant hereby assigns and transfers to Contracting Entity all Consultant's right, title and interest in and to all such Contracting Entity Materials developed under this Agreement. Consultant will retain ownership of Contractor's JOC System, Software, JOC Book and non-customized portions of the training materials, but County will be permitted to use these items pursuant to the license in Paragraph 2.0 of Exhibit G (Additional Information Technology (IT) Provisions).

Notwithstanding such Contracting Entity ownership in the Contracting Entity Materials, Consultant may retain possession of working papers and materials prepared by Consultant under this Agreement. During and for a minimum of five years subsequent to the Term of this Agreement, Contracting Entity will 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.

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- b. Consultant will execute all documents requested by Contracting Entity and will perform all other acts requested by Contracting Entity to assign and transfer to, and vest in Contracting Entity, all Consultant's right, title and interest in and to the Contracting Entity Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Agreement. Contracting Entity will have the right to register all applicable copyrights, trademarks and patents in the name of the Contracting Entity of Los Angeles. Further, Contracting Entity will have the right to assign, license, or otherwise transfer any and all Contracting Entity's rights, title and interest, including, but not limited to copyrights, trademarks, and patents, in and to the Contracting Entity Materials.
- c. Consultant represents and warrants that the Contracting Entity Materials prepared herein under this Agreement, are the original work of Consultant and do not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the Contracting Entity Materials that are not the original work of Consultant, Consultant represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the Contracting Entity Materials.
- d. Consultant will affix the following notice to all Contracting Entity Materials: "© Copyright 2025 (or such other appropriate date of first publication), Contracting Entity of Los Angeles. All Rights Reserved." Consultant will affix such notice on the title page of all images, photographs, documents and writings, and otherwise as Contracting Entity may direct.
- e. Contracting Entity will also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all Contracting Entity Materials resulting from this Agreement. Contracting Entity will however, honor requests by Consultant seeking removal of all acknowledgment and/or attribution language relating to the Consultant, should Consultant no longer wish to receive attribution for its work on the Contracting Entity Materials.
- f. If directed to do so by Contracting Entity, Consultant will place the Contracting Entity name and Contracting Entity logo on Contracting Entity Materials developed under this Agreement. Consultant may not, however, use the Contracting Entity name and Contracting Entity logo on any other materials prepared or developed by Consultant that falls outside the scope of this Agreement.

42. Prohibition Against Inducement or Persuasion

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

43. Prohibition from Participation in Future Solicitation(s)

Neither Consultant nor any subsidiary of or subcontractor to Consultant will participate in any way in any future solicitation conducted by Contracting Entity that includes or is based upon any solicitation document that is developed as a result of the services rendered by Consultant under this Agreement. As this prohibition applies to subcontractors of the Consultant, Consultant will notify any subcontractors providing services under this Agreement of this prohibition before they commence work under this Agreement. Any response to a solicitation submitted by Consultant or by any subsidiary of or subcontractor to Consultant in violation of this provision will be rejected by Contracting Entity. This provision will survive the expiration or other termination of this Agreement.

44. Public Records Act

- a. Any documents submitted by the Consultant; all information obtained in connection with the Contracting Entity's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Record Retention and Inspection/Audit Settlement Section of this Agreement; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of the Contracting Entity. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary," as well as any proprietary materials subject to Contractor's JOC System License. The Contracting Entity will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- b. In the event the Contracting Entity 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 Consultant agrees to defend and indemnify the Contracting Entity from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

45. Publicity

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

46. Record Retention and Inspection/Audit Settlement

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

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- a. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant will file a copy of such audit report with the Contracting Entity's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the Contracting Entity will make a reasonable effort to maintain the confidentiality of such audit report(s).
- b. Failure on the part of the Consultant to comply with any of the provisions of this Section will constitute a material breach of this Agreement upon which the Contracting Entity may terminate or suspend this Agreement.
- c. If, at any time during the Term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the Contracting Entity conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the Contracting Entity's dollar liability for any such work is less than payments made by the Contracting Entity to the Consultant, then the difference will be either: a) repaid by the Consultant to the Contracting Entity by cash payment upon demand or b) at the sole option of the Contracting Entity's Auditor-Controller, deducted from any amounts due to the Consultant from the Contracting Entity, whether under this Agreement or otherwise. If such audit finds that the Contracting Entity's dollar liability for such work is more than the payments made by the Contracting Entity to the Consultant, then the difference will be paid to the Consultant by the Contracting Entity by cash payment, provided that in no event will the Contracting Entity's maximum obligation for this Agreement exceed the funds appropriated by the Contracting Entity for the purpose of this Agreement.

47. Recycled Bond Paper

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

48. Subcontracting

- a. The requirements of this Agreement may not be subcontracted by the Consultant without the advance approval of the Contracting Entity. Subcontractors listed in the Consultant's Proposals are approved by Contracting Entity, unless otherwise indicated by Contracting Entity. Any attempt by the Consultant to subcontract without the prior consent of the Contracting Entity may be deemed a material breach of this Agreement.

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- b. If the Consultant desires to subcontract, the Consultant will provide the following information promptly at the Contracting Entity'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 Contracting Entity.
- c. The Consultant is responsible for the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Consultant employees, and will require its Subcontractor(s) to defend, indemnify and hold harmless the Contracting Entity, and to carry appropriate levels of insurance with Contracting Entity being named as an additional insured.
- d. The Contracting Entity does not have contractual privity with the Subcontractor. The Consultant will remain fully responsible for all performances required of it under this Agreement, including those that the Consultant has determined to subcontract. Consultant will remain fully responsible for services rendered by any Subcontractor pursuant to a subcontract between the Consultant and Subcontractor.
- e. The Consultant will be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the Contracting Entity's consent to subcontract.
- h. The Consultant will obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the Contracting Entity from each approved Subcontractor. The Consultant will ensure delivery of all such documents to:

Los Angeles County Development Authority
Linda Jenkins, Contracting Officer
700 West Main Street
Alhambra, CA 91801
(626) 586-1758

before any Subcontractor employee may perform any work hereunder.

49. Supplemental/Amendment

- a. For any change which affects the Scope of Services, Term, Agreement Sum, payments, or any term or condition included under this Agreement, a Supplement or an Amendment will be prepared and executed by the Consultant and by Director.

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

50. Termination for Breach of Warranty to Maintain Compliance with Contracting Entity'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, will constitute default under this Agreement. Without limiting the rights and remedies available to LACDA under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which LACDA may terminate this Agreement pursuant to Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

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" will constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice will be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

52. Termination for Convenience

- a. This Agreement may be terminated, in whole or in part, when such action is deemed by the Contracting Entity, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Consultant specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which

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such termination becomes effective will 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 Contracting Entity, the Consultant will 1) stop work under this Agreement on the date and to the extent specified in such notice, and 2) complete performance of such part of the work as will 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 Consultant under this Agreement will be maintained by the Consultant in accordance with Record Retention and Inspection/Audit Settlement Section.
- d. Contracting Entity will not incur any liability to Contracting Entity, other than payment for work already performed, up to the date of termination.

53. Termination for Default

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

ENCLOSURE 2

Entity 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 Consultant. 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 Consultant and Subcontractor, and without the fault or negligence of either of them, the Consultant will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Consultant 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 Contracting Entity has given notice of termination under the provisions of this Section, it is determined by the Contracting Entity that the Consultant 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 will be the same as if the notice of termination had been issued pursuant to Termination for Convenience Section.
- c. The rights and remedies of the Contracting Entity provided in this Section will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

54. Termination for Improper Consideration

Contracting Entity may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any Contracting Entity 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 Consultant's performance pursuant to the Agreement. In the event of such termination, Contracting Entity will be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

Consultant will immediately report any attempt by a Contracting Entity officer or employee to solicit such improper consideration. The report will be made either to Contracting Entity manager charged with the supervision of the employee or to Contracting Entity 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 Contracting Entity may terminate this Agreement forthwith in the event of the occurrence of any of the following: 1) Insolvency of the Consultant. The Consultant will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code; 2) The filing of a voluntary or involuntary petition regarding the Consultant under the Federal Bankruptcy Code; 3) The appointment of a Receiver or Trustee for the Consultant; or 4) The execution by the Consultant of a general assignment for the benefit of creditors.
- b. The rights and remedies of the Contracting Entity provided in this Section will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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

57. Termination For Non-Appropriation of Funds

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

58. Time Off for Voting

The Consultant will notify its employees and will 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 Consultant and subconsultants will 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.

59. 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 LACDA through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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

60. Validity

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

61. Waiver

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

62. Warranty Against Contingent Fees

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

63. Safety Standards and Accident Prevention

The Consultant will comply with all applicable federal, state and local laws governing safety, health and sanitation. The Consultant will provide all safeguards, safety devices

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and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Agreement.

64. Compliance with the County Policy of Equity

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

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

Contracting Entity, 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 with the Contracting Entity will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

The Consultant will 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.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

At any time during the duration of the Agreement, Consultant may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

66. Compliance with Contracting Entity's Zero Tolerance Human Trafficking

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

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

67. Additional Information Technology (IT) Provisions

Exhibit G, Additional IT Provisions are incorporated into this Agreement. It is currently attached as Attachment 2 (Additional Information Technology (IT) Provisions) to the RFP. Consultant will also comply with Exhibit H, Information Technology and Privacy Requirements, which is currently attached as Attachment 3 (Information Technology and Privacy Requirements).

68. Additional Provisions for LACDA

Exhibit I, Additional Provisions for Los Angeles County Development Authority, will be incorporated into this Agreement.

69. Compliance with Fair Chance Employment Practices

Contractor will 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 Agreement may constitute a material breach of the Agreement. In the event of such material breach, Contracting Entity may, in its sole discretion, terminate the Agreement.

70. Severability

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same will be deemed severable from the remainder of this Agreement and will in no way affect, impair or invalidate any other provision contained herein. If any such provision will be deemed invalid due to its scope or breadth, such provision will be deemed valid to the extent of the scope or breadth permitted by law.

71. Interpretation

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No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if drafted by both parties hereto.

72. Entire Agreement

This Agreement constitutes the entire Agreement between Contracting Entity and Consultant and may be modified only by further written Agreement between the parties hereto.

[illegible]

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IN WITNESS WHEREOF, the Contracting Entity has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of the Department of Public Works, and the Consultant 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.

LOS ANGELES COUNTY
DEVELOPMENT AUTHORITY

THE GORDIAN GROUP, INC.

By _____
Executive Director

By _____
President

By _____
Secretary

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Behnaz Tashakorian
Principal Deputy County Counsel

AGREEMENT FOR JOB ORDER CONTRACT (JOC) SYSTEM AND RELATED CONSULTING SERVICES

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

BY AND BETWEEN

LOS ANGELES COUNTY DEVELOPMENT
AUTHORITY, hereinafter referred to as
"Contracting Entity" or "LACDA",

AND

FACILITY OPTIMIZATION SOLUTIONS, LLC,
hereinafter referred to as "Consultant" or
"Contractor".

The parties hereto do mutually agree as follows:

1. Definition

Contracting Entity means the Los Angeles County Development Authority. Other definitions and defined terms are contained in the various Exhibits attached to this Agreement.

2. Consultant's Services

The Scope of Services will be as outlined in Exhibit A (Scope of Services) dated January 2025. As provided in Exhibit A, Consultant will provide an existing JOC System that includes a Construction Cost Catalogue (i.e. JOC Book) and JOC Software and provide Subscription Services that includes Support Services and Maintenance Services. Consultant's proposal is incorporated herein as a part of this Agreement. In the event that any conflict or inconsistency between this Agreement and Consultant's proposal are found, such conflict or inconsistency will be resolved by giving precedence first to the Agreement and the exhibits and attachments to the Agreement. The Exhibits to this Agreement are as follows:

Exhibit A - Scope of Work

Exhibit A.1 - Functional and Technical Requirements

Exhibit A.2 - Minimum System Requirements

Exhibit A.3 - Acceptance Certificate

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Exhibit A.4 - Contract Discrepancy Report

Exhibit A.5 - JOC Workflow

Exhibit B - Schedule of Prices

Exhibit C - Contractor Acknowledgement, Confidentiality, and Copyright

Exhibit D - Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement

Exhibit E - Third Party Products

Exhibit F - Performance Requirements Summary

Exhibit G - Additional Information Technology (IT) Provisions

Exhibit H - Information Security and Privacy Requirements

Exhibit I - Additional Provisions for CDC and the Housing Authority

Exhibit J - Indemnification and Insurance Provision

Exhibit K - Safely Surrendered Baby Law Flyer

Exhibit L - Defaulted Property Tax Reduction Program

Exhibit M – Internal Revenue Service Notice

No work will commence on this project until a written Notice to Proceed is issued by Contracting Entity. Contracting Entity does not guarantee or promise that any work will be assigned to Consultant under this Agreement until a written Notice to Proceed is issued by the Contracting Entity. Further, Consultant is not guaranteed any minimum amount of work or business under this Agreement for the JOC Program.

3. Consideration

In consideration of the performance by Consultant to Contracting Entity of the Services described in Section 2 (Consultant Services) above, including receipt and Acceptance of such work by Director of the Contracting Entity of LACDA (hereinafter called Director). The Consultant will be compensated in accordance with the attached Schedule of Prices at Exhibit B for Phase 1 and Phase 2 work. After issuance of a Notice to Proceed by the Contracting Entity, the Consultant will be compensated according to the Schedule of Prices following Acceptance of work. An Agreement year is defined as a one-year period beginning on the execution date of this Agreement and each anniversary thereafter. Mileage is not reimbursable. There will be no additional cost for licensing, access to, or use of the JOC System that is separately applied by Consultant to Contracting Entity's contractors and consultants.

Contracting Entity agrees to pay Consultant at 2.1 percent of the dollar amount of each project work order for the Term (as defined herein) of the Agreement, in accordance with the Schedule of Prices attached to this Agreement as Exhibit B. Contracting Entity does not guarantee any number of project work orders, work or services of any specific monetary amount under this Agreement.

Consultant will invoice Contracting Entity upon the completion of tasks, subtasks,

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deliverables, and other additional services specified in this Agreement, Scope of Services, and any change orders, as applicable, and which have been approved in writing by the Contracting Entity.

- a. Monthly payments for the work accomplished shall be made upon verification and Acceptance of such work by Director, as stated in Exhibit A (Scope of Services) and at the rate of 2.10 percent for the entire Term of the Agreement, as set forth in Exhibit B (Schedule of Prices). 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 Contracting Entity's discretion, upon prior written authorization by Director, and will be based on Consultant's Firm Fixed Hourly Rate attached to this Agreement as Exhibit B (Schedule of Prices).
- c. Consultant will not proceed with Professional Services or Optional Work not set forth in the Scope of Services or perform services outside the Agreement Term without an amendment to this Agreement as set forth in Section 49 (Supplemental/Amendment). Consultant will not be paid for any expenditure beyond the Agreement amount stipulated without an amendment to this Agreement.
- d. Consultant will provide access to the JOC System to Contracting Entity contractors and subcontractors at no additional cost.
- e. No Payment for Services Provided Following Expiration/Termination of Agreement: Consultant will have no claim against Contracting Entity for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment it will immediately notify Contracting Entity and will immediately repay all such funds to Contracting Entity. Payment by Contracting Entity for services rendered after expiration/termination of this Agreement will not constitute a waiver of Contracting Entity's right to recover such payment from Consultant. This provision will survive the expiration or other termination of this Agreement.
- f. A Cost of Living Adjustment will not be granted for this Agreement.
- g. Consultant will notify Contracting Entity when Agreement amount has been incurred up to 75% of the Agreement total.
- h. Contracting Entity will retain from each Phase 1 Deliverable payment, if applicable,

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ten percent (10%) of the payment ("Withhold(s)") as part security for the fulfillment of the Agreement by the Consultant to achieve Final Acceptance of the JOC System. The Withholds will be payable to the Consultant following Final Acceptance, subject to any adjustment for any amounts arising under this Agreement owed to Contracting Entity by Consultant.

- i. Consultant will perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care").

4. Equipment and Supplies

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

5. Contracting Entity's Responsibility

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

6. Contracting Entity's Representative

Director or Director's authorized representative, will represent Contracting Entity in all matters pertaining to the services to be rendered pursuant to this Agreement. Contracting Entity will also designate a project director (Contracting Entity Project Director) and project manager (Contracting Entity Project Manager) to oversee the day to day aspects of the JOC Program.

7. Term

- a. The Term of this Agreement will begin on the date of the Effective Date of this Agreement and allow for Phase I implementation work to occur. Following Final Acceptance of Phase I, the Term of the Agreement will include up to five (5) years in the initial Term to also include Phase II. At the sole discretion of the Contracting Entity, this Agreement may be extended for two (2) one-year option year(s) not to exceed a total Agreement period of seven (7) years (collectively, from the Effective Date through the total contract period of seven (7) years, if exercised by LACDA, the "Term"). No work will proceed until a Notice to Proceed is issued by the Contracting Entity for Phase I and Phase II work.

- b. The Consultant will notify LACDA when this Agreement is within six (6) months from

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the expiration of the Term as provided for hereinabove. Upon occurrence of this event, the Consultant will send written notification to LACDA at the address herein provided in Section 40 (Notices).

- c. If the Contracting Entity authorizes the Consultant in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Agreement will be automatically extended solely to allow for the completion of such services.

8. Assignment and Delegation

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

9. Authorization Warranty

The Consultant represents and warrants that the person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each

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and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

10. Budget Reductions

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

11. Compliance with Applicable Law

In the performance of this Agreement, and subject to the Standard of Care, Consultant will comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

12. Compliance with Civil Rights Laws

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

13. Compliance with Jury Service Program

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

- a. Unless Consultant, also referred herein as Contractor, has demonstrated to LACDA'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

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for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Consultant will have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

- b. For purposes of this Section, Contractor means a person, partnership, corporation or other entity which has a Agreement with the County, LACDA or a subcontract with a County or LACDA 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 or LACDA 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 LACDA, 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 LACDA under the Agreement, the subcontractor will also be subject to the provisions of this Section. The provisions of this Section will be inserted into any such subcontract Agreement and a copy of the Jury Service Program will be attached to the Agreement.
- c. If Consultant is not required to comply with the Jury Service Program when the Agreement commences, Contractor will have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Contractor will immediately notify LACDA 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 will immediately implement a written policy consistent with the Jury Service Program. LACDA may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to LACDA'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 Agreement may constitute a material breach of the Agreement. In the event of such material breach, LACDA may, in its sole discretion, terminate the Contractor and/or bar Contractor from the award of future LACDA contracts for a period of time consistent with the seriousness of the breach.

14. Confidentiality

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Consultant will maintain the confidentiality of all records and information, proprietary information, software codes, trade secrets, confidential information, etc., whether of Contracting Entity 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, Contracting Entity policies concerning information technology security and the protection of confidential records and information.

Consultant will inform all of its officers, employees, agents, and subconsultants providing services hereunder of the confidentiality provisions of this Agreement.

Consultant will sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement," Exhibit C. Consultant will cause each non-employee performing services covered by this Agreement to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment Confidentiality and Copyright Assignment Agreement," Exhibit D.

15. Conflict of Interest

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

The Consultant will comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the Term of this Agreement. The Consultant warrants that it is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it will immediately make full written disclosure of such facts to the Contracting Entity. Full written disclosure will 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 will be a material breach of this Agreement.

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

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

17. Employees of Consultant

Workers' Compensation: The Consultant understands and agrees that all persons furnishing services to the Contracting Entity pursuant to this Agreement are, for the purposes of Workers' Compensation liability, employees solely of the Consultant. Consultant will bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Contracting Entity under this Agreement.

Professional Conduct: The Contracting Entity does not and will not condone any acts, gestures, comments or conduct from the Consultant's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Contracting Entity will properly investigate all charges of harassment by residents, employees or agents of the Contracting Entity against any and all Consultant's employees, agents or subcontractors providing services for the Contracting Entity. The Consultant assumes all liability for the actions of the Consultant's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Consultant.

18. Contractor Employee Criminal Background Investigation

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

If a member of Consultant's staff does not pass the background investigation, Contracting Entity may request that the member of Consultant's staff be removed immediately from performing services under the Agreement. Contractor will comply with Contracting Entity's request at any time during the Term of the Agreement. Contracting Entity will not provide to Consultant or to Consultant's staff any information obtained through the Contracting Entity's background investigation. Contracting Entity, in its sole discretion, may immediately deny or terminate facility access to any member of Consultant's staff that does not pass such investigation to the satisfaction of the Contracting Entity or whose background or conduct is incompatible with Contracting Entity facility access. Disqualification of any member of Consultant's staff pursuant to this section will not relieve Consultant of its obligation to complete all work in

accordance with the terms and conditions of this Agreement.

19. Consultant Responsibility and Debarment

- a. A responsible Consultant 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 Contracting Entity'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 Contracting Entity's policy to conduct business only with responsible Contractors.
- b. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the Contracting Entity Code, if the Contracting Entity acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the Contracting Entity 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 Contracting Entity 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 Contracting Entity.
- c. The Contracting Entity 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 Contracting Entity or a nonprofit corporation created by the Contracting Entity; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the Contracting Entity, any other public entity, or a nonprofit corporation created by the Contracting Entity, 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 Contracting Entity 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 will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the

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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 will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny or adopt the proposed decision and recommendation of the 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 Contracting Entity 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 Contracting Entity.
- 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

- i. These terms will also apply to subcontractors of Contracting Entity Contractors.

20. Consultant's Acknowledgement of Contracting Entity's Commitment to the Safety Surrendered Baby Law

The Consultant acknowledges that the Contracting Entity places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the Contracting Entity's policy to encourage all Contracting Entity Consultants to

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voluntarily post the Contracting Entity's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Contracting Entity's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

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

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

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and will during the Term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will 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 will constitute a default by Contractor under this Agreement.

22. Contracting Entity's Quality Assurance Plan

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

23. Contracting Entity Rights

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The Contracting Entity may employ, either during or after performance of this Agreement, any right of recovery the Contracting Entity may have against the Consultant 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 Contracting Entity under this Agreement are in addition to any right or remedy provided by California law.

24. Damage to Contracting Entity Facilities, Buildings Grounds

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

25. Employment Eligibility Verification

Consultant 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. Consultant will 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. Consultant will retain such documentation for all covered employees for the period prescribed by law.

26. Facsimile/Electronic Representations

The Contracting Entity and the Consultant 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 Agreement, such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

27. Fair Labor Standards

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Consultant will comply with all applicable provisions of the Federal Fair Labor Standards Act.

28. Force Majeure

- a. Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's 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 Consultant will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Consultant and such subconsultant, and without any fault or negligence of either of them. In such case, Consultant will 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 Consultant 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 Consultant's failure to perform arises out of a force majeure event, Consultant 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 Agreement will be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder will be exclusively in the Contracting Entity of Los Angeles.

30. Independent Consultant Status

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

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

Consultant will 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 Consultant pursuant to this Agreement.

31. Indemnification and Insurance

The Indemnification and Insurance Provisions are set forth in Attachment 5 (Indemnification and Insurance Provision) of the RFP which will be attached as Exhibit J (Indemnification and Insurance Provision).

32. Liquidated Damages

- a. If, in the judgment of the Director, or his/her designee, the Consultant 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 Consultant'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 Consultant from the Contracting Entity, will be forwarded to the Consultant by the Director, or his/her designee, in a written notice describing the reasons for said action.
- b. If the Director or his/her designee, determines that there are deficiencies in the performance of this Agreement that the Director, or his/her designee, deems are correctable by the Consultant over a certain time span, the Director, or his/her designee, will provide a written notice to the Consultant to correct the deficiency within specified time frames. Should the Consultant fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) Deduct from the Consultant's payment, pro rata, those applicable portions of the Monthly Agreement Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Consultant to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable

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estimate of such damages is Five Hundred Dollars (\$500) per day per infraction, and that the Consultant will be liable to the Contracting Entity for liquidated damages in said amount. Said amount will be deducted from the Contracting Entity's payment to the Consultant; and/or (c) Upon giving five (5) days notice to the Consultant for failure to correct the deficiencies, the Contracting Entity may correct any and all deficiencies and the total costs incurred by the Contracting Entity for completion of the work by an alternate source, whether it be Contracting Entity forces or separate private Consultant, will be deducted and forfeited from the payment to the Consultant from the Contracting Entity, as determined by the Contracting Entity.

- a. The action noted in this Section will not be construed as a penalty, but as adjustment of payment to the Consultant to recover the Contracting Entity cost due to the failure of the Consultant to complete or comply with the provisions of this Agreement.
- b. This Section will not, in any manner, restrict or limit the Contracting Entity's right to damages for any breach of this Agreement provided by law or as specified in Section b above, and will not, in any manner, restrict or limit the Contracting Entity's right to terminate this Agreement as agreed to herein.
- e. In addition to the above, LACDA may use Exhibit F, Performance Requirements Summary, to evaluate Contractor's performance. Please note, should an inconsistency be determined between the Scope of Work, Liquidated Damages, and the Performance Requirements Summary (Exhibit F), the higher service level in the judgment of LACDA will prevail.

33. CARD

LACDA maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether LACDA will exercise an Agreement Term extension option.

34. Nondiscrimination and Affirmative Action

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

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- c. The Consultant will 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 will 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 Consultant 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 Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- f. The Consultant will allow Contracting Entity representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Section when so requested by the Contracting Entity.
- g. If the Contracting Entity finds that any provisions of this Section have been violated, such violation will constitute a material breach of this Agreement upon which the Contracting Entity may terminate or suspend this Agreement. While the Contracting Entity reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the Contracting Entity that the Consultant has violated the anti-discrimination provisions of this Agreement.
- h. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Agreement, the Contracting Entity will, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

35. Non Exclusivity

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Nothing herein is intended nor will be construed as creating any exclusive arrangement with the Consultant. This Agreement will 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 Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party will, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

37. Notice of Disputes

The Consultant will bring to the attention of the Contracting Entity's Project Manager and/or Contracting Entity's Project Director any dispute between the Contracting Entity and the Consultant regarding the performance of services as stated in this Agreement. If the Contracting Entity's Project Manager or Contracting Entity's Project Director is not able to resolve the dispute, the Director of LACDA, or his/her designee will resolve it.

38. Notice to Employees Regarding the Federal Earned Income Credit

Consultant will notify its employees, and will 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 will be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

39. Notice to Employees Regarding the Safely Surrendered Baby Law

The Consultant will notify and provide to its employees, and will 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 how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

The Consultant acknowledges that LACDA places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is LACDA's policy to encourage all LACDA Consultants to voluntarily post the County's, A Safely Surrendered Baby Law poster, in a prominent position at the Consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used.

40. Notices

Any notice required or desired to be given pursuant to this Agreement will be given in

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writing and addressed as follows:

CONTRACTING ENTITY

Los Angeles County Development Authority
Business Relations and Contracts Division
Linda Jenkins, Contracting Officer
700 West Main Street
Alhambra, CA 91801
(626) 586-1758

CONSULTANT

Facility Optimization Solutions, LLC
50 Fountain Plaza, Suite 200
Buffalo, NY 14202
(716) 316-5664

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

41. Ownership of Contracting Entity Materials and Contracting Entity Data

- a. Except for preexisting materials created before the Effective Date of this Agreement, Consultant and Contracting Entity agree that all materials, including but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of Deliverables, and any other materials or information developed under this Agreement 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, with the exception of the Consultant's JOC System, Software, JOC Book and non-customized portions of the training materials for the JOC System are and/or will be the sole property of Contracting Entity (hereafter collectively, "Contracting Entity Materials"). Further, all data entered into the System for Contracting Entity JOC work, and any other Contracting Entity data (collectively, "Contracting Entity Data"), will be the sole and exclusive property of the Contracting Entity. Consultant hereby assigns and transfers to Contracting Entity all Consultant's right, title and interest in and to all such Contracting Entity Materials developed under this Agreement. Consultant will retain ownership of Contractor's JOC System, Software, JOC Book and non-customized portions of the training materials, but County will be permitted to use these items pursuant to the license in Paragraph 2.0 of Exhibit G (Additional Information Technology (IT) Provisions).

Notwithstanding such Contracting Entity ownership in the Contracting Entity Materials, Consultant may retain possession of working papers and materials prepared by Consultant under this Agreement. During and for a minimum of five years subsequent to the Term of this Agreement, Contracting Entity will have the

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- 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. Consultant will execute all documents requested by Contracting Entity and will perform all other acts requested by Contracting Entity to assign and transfer to, and vest in Contracting Entity, all Consultant's right, title and interest in and to the Contracting Entity Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Agreement. Contracting Entity will have the right to register all applicable copyrights, trademarks and patents in the name of the Contracting Entity of Los Angeles. Further, Contracting Entity will have the right to assign, license, or otherwise transfer any and all Contracting Entity's rights, title and interest, including, but not limited to copyrights, trademarks, and patents, in and to the Contracting Entity Materials.
 - c. Consultant represents and warrants that the Contracting Entity Materials prepared herein under this Agreement, are the original work of Consultant and do not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the Contracting Entity Materials that are not the original work of Consultant, Consultant represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the Contracting Entity Materials.
 - d. Consultant will affix the following notice to all Contracting Entity Materials: "© Copyright 2025 (or such other appropriate date of first publication), Contracting Entity of Los Angeles. All Rights Reserved." Consultant will affix such notice on the title page of all images, photographs, documents and writings, and otherwise as Contracting Entity may direct.
 - e. Contracting Entity will also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all Contracting Entity Materials resulting from this Agreement. Contracting Entity will however, honor requests by Consultant seeking removal of all acknowledgment and/or attribution language relating to the Consultant, should Consultant no longer wish to receive attribution for its work on the Contracting Entity Materials.
 - f. If directed to do so by Contracting Entity, Consultant will place the Contracting Entity name and Contracting Entity logo on Contracting Entity Materials

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developed under this Agreement. Consultant may not, however, use the Contracting Entity name and Contracting Entity logo on any other materials prepared or developed by Consultant that falls outside the scope of this Agreement.

42. Prohibition Against Inducement or Persuasion

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

43. Prohibition from Participation in Future Solicitation(s)

Neither Consultant nor any subsidiary of or subcontractor to Consultant will participate in any way in any future solicitation conducted by Contracting Entity that includes or is based upon any solicitation document that is developed as a result of the services rendered by Consultant under this Agreement. As this prohibition applies to subcontractors of the Consultant, Consultant will notify any subcontractors providing services under this Agreement of this prohibition before they commence work under this Agreement. Any response to a solicitation submitted by Consultant or by any subsidiary of or subcontractor to Consultant in violation of this provision will be rejected by Contracting Entity. This provision will survive the expiration or other termination of this Agreement.

44. Public Records Act

- a. Any documents submitted by the Consultant; all information obtained in connection with the Contracting Entity's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Record Retention and Inspection/Audit Settlement Section of this Agreement; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of the Contracting Entity. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The Contracting Entity will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- b. In the event the Contracting Entity 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,"

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"confidential," or "proprietary," the Consultant agrees to defend and indemnify the Contracting Entity from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

45. Publicity

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

46. Record Retention and Inspection/Audit Settlement

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

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diem, and other costs incurred by the Contracting Entity to examine, audit, excerpt, copy, or transcribe such material at such other location.

- a. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant will file a copy of such audit report with the Contracting Entity's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the Contracting Entity will make a reasonable effort to maintain the confidentiality of such audit report(s).
- b. Failure on the part of the Consultant to comply with any of the provisions of this Section will constitute a material breach of this Agreement upon which the Contracting Entity may terminate or suspend this Agreement.
- c. If, at any time during the Term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the Contracting Entity conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the Contracting Entity's dollar liability for any such work is less than payments made by the Contracting Entity to the Consultant, then the difference will be either: a) repaid by the Consultant to the Contracting Entity by cash payment upon demand or b) at the sole option of the Contracting Entity's Auditor-Controller, deducted from any amounts due to the Consultant from the Contracting Entity, whether under this Agreement or otherwise. If such audit finds that the Contracting Entity's dollar liability for such work is more than the payments made by the Contracting Entity to the Consultant, then the difference will be paid to the Consultant by the Contracting Entity by cash payment, provided that in no event will the Contracting Entity's maximum obligation for this Agreement exceed the funds appropriated by the Contracting Entity for the purpose of this Agreement.

47. Recycled Bond Paper

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

48. Subcontracting

- a. The requirements of this Agreement may not be subcontracted by the Consultant without the advance approval of the Contracting Entity. Subcontractors listed in the Consultant's Proposals are approved by Contracting Entity, unless otherwise indicated by Contracting Entity. Any

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attempt by the Consultant to subcontract without the prior consent of the Contracting Entity may be deemed a material breach of this Agreement.

- b. If the Consultant desires to subcontract, the Consultant will provide the following information promptly at the Contracting Entity'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 Contracting Entity.
- c. The Consultant shall indemnify and hold the Contracting Entity 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 Consultant employees.
- d. The Contracting Entity does not have contractual privity with the Subcontractor. The Consultant will remain fully responsible for all performances required of it under this Agreement, including those that the Consultant has determined to subcontract. Consultant will remain fully responsible for services rendered by any Subcontractor pursuant to a subcontract between the Consultant and Subcontractor.
- e. The Consultant will be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the Contracting Entity's consent to subcontract.
- h. The Consultant will obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the Contracting Entity from each approved Subcontractor. The Consultant will ensure delivery of all such documents to:

Los Angeles County Development Authority
Linda Jenkins, Contracting Officer
700 West Main Street
Alhambra, CA 91801
(626) 586-1758

before any Subcontractor employee may perform any work hereunder.

49. Supplemental/Amendment

- a. For any change which affects the Scope of Services, Term, Agreement Sum, payments, or any term or condition included under this Agreement, a Supplement or an Amendment will be prepared and executed by the Consultant and by Director.

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- b. The Contracting Entity's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the Term of this Agreement. The Contracting Entity reserves the right to add and/or change such provisions as required by the Contracting Entity's Board of Supervisors or Chief Executive Officer. To implement such changes, a Supplement or an Amendment to the Agreement will be prepared, presented to Consultant for review and executed by the Consultant and by the Director.
- c. The Contracting Entity, at its sole discretion, may authorize extensions of time as defined in Section 7 (Term). The Consultant agrees that such extensions of time will not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, a Notice to the Consultant will be prepared by Contracting Entity unless the Term extension is applied automatically in accordance with Section 7.c.

50. Termination for Breach of Warranty to Maintain Compliance with Contracting Entity'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, will constitute default under this Agreement. Without limiting the rights and remedies available to LACDA under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which LACDA may terminate this Agreement pursuant to Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

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" will constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice will be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

52. Termination for Convenience

- a. This Agreement may be terminated, in whole or in part, when such action is deemed by the Contracting Entity, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Consultant specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which

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such termination becomes effective will 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 Contracting Entity, the Consultant will 1) stop work under this Agreement on the date and to the extent specified in such notice, and 2) complete performance of such part of the work as will 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 Consultant under this Agreement will be maintained by the Consultant in accordance with Record Retention and Inspection/Audit Settlement Section.
- d. Contracting Entity will not incur any liability to Contracting Entity, other than payment for work already performed, up to the date of termination.

53. Termination for Default

- a. The Contracting Entity may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of Contracting Entity's Project Director:
 - Consultant has materially breached this Agreement; or
 - Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the Contracting Entity may authorize in writing) after receipt of written notice from the Contracting Entity specifying such failure.
- b. In the event that the Contracting Entity terminates this Agreement in whole or in part as provided in this Section, the Contracting Entity may procure, upon such terms and in such manner as the Contracting Entity may deem appropriate, goods and services similar to those so terminated. The Consultant will be liable to the Contracting Entity for any and all excess costs incurred by the Contracting Entity for such similar goods and services, but only to the extent agreed to by the Parties or if Consultant has been found negligent by a court of competent jurisdiction. The Consultant will continue the performance of this Agreement to the extent not terminated under the provisions of this sub-Section.
- c. Except with respect to defaults of any Subcontractor, the Consultant will not be liable for any such excess costs of the type identified in above sub-Section if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but

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are not limited to: acts of God or of the public enemy, acts of the Contracting Entity 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 Consultant. 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 Consultant and Subcontractor, and without the fault or negligence of either of them, the Consultant will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Consultant 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 Contracting Entity has given notice of termination under the provisions of this Section, it is determined by the Contracting Entity that the Consultant 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 will be the same as if the notice of termination had been issued pursuant to Termination for Convenience Section.
- c. The rights and remedies of the Contracting Entity provided in this Section will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

54. Termination for Improper Consideration

Contracting Entity may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any Contracting Entity 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 Consultant's performance pursuant to the Agreement. In the event of such termination, Contracting Entity will be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

Consultant will immediately report any attempt by a Contracting Entity officer or employee to solicit such improper consideration. The report will be made either to Contracting Entity manager charged with the supervision of the employee or to Contracting Entity 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 Contracting Entity may terminate this Agreement forthwith in the event of the occurrence of any of the following: 1) Insolvency of the Consultant. The Consultant will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code; 2) The filing of a voluntary or involuntary petition regarding the Consultant under the Federal Bankruptcy Code; 3) The appointment of a Receiver or Trustee for the Consultant; or 4) The execution by the Consultant of a general assignment for the benefit of creditors.
- b. The rights and remedies of the Contracting Entity provided in this Section will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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

57. Termination For Non-Appropriation of Funds

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

58. Time Off for Voting

The Consultant will notify its employees and will 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 Consultant and subconsultants will 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.

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

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

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

60. Validity

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

61. Waiver

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

62. Warranty Against Contingent Fees

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

63. Safety Standards and Accident Prevention

The Consultant will comply with all applicable federal, state and local laws governing safety, health and sanitation. The Consultant will provide all safeguards, safety devices

ENCLOSURE 2

and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Agreement.

64. Compliance with the County Policy of Equity

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

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

Contracting Entity, 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 with the Contracting Entity will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

The Consultant will 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.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

At any time during the duration of the Agreement, Consultant may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

66. Compliance with Contracting Entity's Zero Tolerance Human Trafficking

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

ENCLOSURE 2

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

67. Additional Information Technology (IT) Provisions

Exhibit G, Additional IT Provisions are incorporated into this Agreement. It is currently attached as Attachment 2 (Additional Information Technology (IT) Provisions) to the RFP. Consultant will also comply with Exhibit H, Information Technology and Privacy Requirements, which is currently attached as Attachment 3 (Information Technology and Privacy Requirements).

68. Additional Provisions for CDC and the Housing Authority

Exhibit I, Additional Provisions for Los Angeles County Development Authority, will be incorporated into this Agreement.

69. Compliance with Fair Chance Employment Practices

Contractor will 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 Agreement may constitute a material breach of the Agreement. In the event of such material breach, Contracting Entity may, in its sole discretion, terminate the Agreement.

70. Severability

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same will be deemed severable from the remainder of this Agreement and will in no way affect, impair or invalidate any other provision contained herein. If any such provision will be deemed invalid due to its scope or breadth, such provision will be deemed valid to the extent of the scope or breadth permitted by law.

71. Interpretation

ENCLOSURE 2

No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if drafted by both parties hereto.

72. Each party to this Agreement agrees to comply with all applicable laws, including the Anti-Bribery and Anti-Corruption laws, of every government entity having jurisdiction in this matter, as well as the Foreign Corrupt Practices Act (FCPA) of the United States, and the Anti-Trafficking provisions of the Federal Acquisition Regulations. Each party to this Agreement shall comply with its respective Code of Conduct ("Policy"). Further, each party shall use Consultant's independently maintained "Ethics Line" to report, anonymously or otherwise, any suspected violation of law or Policy during the course of the services, including any potential violation of the FCPA, or any federal or state procurement laws.

By telephone (24 hours a day, 7 days a week): 1.855.502.1878

By email: www.reQortlineweb.com/cannondesign

Contracting Entity represents that it is not currently suspended, debarred, declared ineligible or voluntarily excluded by any federal or state entity. Contracting Entity will notify Consultant immediately if it becomes suspended or debarred.

73. Entire Agreement

This Agreement constitutes the entire Agreement between Contracting Entity and Consultant and may be modified only by further written Agreement between the parties hereto.

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ENCLOSURE 2

IN WITNESS WHEREOF, the Contracting Entity has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of LACDA, and the Consultant 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.

LOS ANGELES COUNTY
DEVELOPMENT AUTHORITY

FACILITY OPTIMIZATION SOLUTIONS, LLC

By _____
Executive Director

By _____
President

By _____
Secretary

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Behnaz Tashakorian
Principal Deputy County Counsel

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
JOB ORDER CONTRACT SYSTEM AND RELATED CONSULTING SERVICES**

SELECTED FIRMS

Proposer Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise
The Gordian Group, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Facility Optimization Solutions, LLC.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
JOB ORDER CONTRACT SYSTEM AND RELATED CONSULTING SERVICES**

FIRM INFORMATION*		The Gordian Group, Inc.	Facility Optimization Solutions, LLC
BUSINESS STRUCTURE		Corporation*	Corporation*
CULTURAL/ETHNIC COMPOSITION		NUMBER/% OF OWNERSHIP	NUMBER/% OF OWNERSHIP
OWNERS/PARTNERS	Black/African American	0	4/7%
	Hispanic/Latino	0	4/7%
	Asian or Pacific Islander	0	1/1.75%
	Native American	0	48/84.25%
	Subcontinent Asian	0	0/100%
	White	0	0/100%
	<i>Female (included above)</i>	0	4/7%
COUNTY CERTIFICATION			
CBE	N	N	
LSBE	N	N	
OTHER CERTIFYING AGENCY			

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



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⊕ Solicitation Detail

Solicitation Number:	BRC0000473		
Title:	RFP - Job Order Contract (JOC) System and Related Consulting Services (BRC0000437)		
Department:	Public Works		
Bid Type:	Service	Bid Amount:	N/A
Commodity:	PROGRAMMING SERVICES, COMPUTER		



Description:

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PLEASE TAKE NOTICE that the County of Los Angeles Department of Public Works (Public Works) is requesting proposals from qualified firms to provide to the County of Los Angeles (County) and the Los Angeles County Development Authority (LACDA) a software solution (hereinafter JOC System or System) as further defined in the Sample Consultant Services Agreement included as Attachment 1, for the Job Order Contract (JOC) System and Related Consulting Services (BRC0000437). This Request for Proposals (RFP) is a qualifications and cost based solicitation. County and LACDA, each referred to in the Sample Consultant Services Agreement as Contracting Entity, anticipate awarding separate agreements based on the results of this RFP. The Contracting Entity intends to award and execute two agreements for the subject work with the two highest-rated, apparent responsive and responsible proposers. The anticipated agreements have been designed to have a potential maximum agreement term of 7 years, consisting of an initial 5-year term and potential additional two 1-year option renewals. The total annual agreement amount will initially include implementation fees, if any, and thereafter be percentage-based solely on the number of Notices to Proceed issued during the life of the agreement.

The RFP with agreement specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://pw.lacounty.gov/brcd/servicecontracts> or may be requested from Mr. Jairo Flores at (626) 458-4069 or jflores@pw.lacounty.gov or Mr. Benjamin Sandoval at (626) 458-7334 or bsandoval@pw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://pw.lacounty.gov/brcd/servicecontracts>.

"Do Business with Public Works" Website Registration

All interested proposers for this RFP are strongly encouraged to register at <http://pw.lacounty.gov/general/contracts/opportunities>. Only those firms registered for this RFP through the website will receive automatic notification when any update to this RFP is made. The County does not have an obligation to notify any proposers other than through the Public Works website's automatic notification system.

Please note, some of the work requested under the resultant Agreement may be Federally Funded, and



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

Minimum Mandatory Requirements: At the time of proposal submission, proposers must meet all minimum requirements set forth in the RFP documents including, but not limited to:

1. The Prime Consultant must have an existing Software-as-a-Service (SaaS) JOC System that has been used by a governmental entity with a yearly JOC program of \$10 million or more, for three (3) years in the last five (5) years.
2. The Prime Consultant must have an existing job order unit price or cost book that was used for three (3) years by any governmental entity in the last five (5) years.
3. The Prime Consultant must have had at least five (5) JOCs for any governmental entity(ies) in the last three (3) years, with the total of the five (5) JOCs totaling \$2 million or more of actual JOC work issued through its JOC System.
4. The Prime Consultant provided on-site support services for its JOC System for the five (5) Job Order Contracts identified in #3 above.

A mandatory proposers' conference will be held on Tuesday, March 26, 2024, at 10:00 a.m. via Microsoft Teams Meeting Online Events. To participate, the proposers will need to sign-in using the electronic sign-in sheet through the website listed below. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract



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terms. After the conference, proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference. A link to sign-in and join the meeting can be found at the following website:

(/IACOBids)
<http://pw.lacounty.gov/general/contracts/opportunities>

The deadline to submit proposals is Thursday, April 18, 2024, at 5:30 p.m. Please direct your questions to Mr. Flores or Mr. Sandoval.

See below for all deadlines relating to this solicitation. Be advised, any changes to the due dates listed herein will only be made by Public Works, in writing in the form of an Informational Update or Addendum to the solicitation.

IMPORTANT NOTICE

Submission of proposals will only be accepted electronically using BidExpress or electronic proposals via Universal Serial Bus (USB) or compact disk to the Cashier's Office in Public Works Headquarters located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803. Proposals received after the closing date and time specified in this Notice of Request for Proposals will be rejected by Public Works as nonresponsive. Submission of hard copy proposals will not be accepted.

PROPOSALS MUST BE SUBMITTED ELECTRONICALLY USING THE FOLLOWING METHOD:

Electronic Submission of Proposals

In lieu of submitting electronic proposals to the Cashier's Office, you may submit proposals electronically on www.bidexpress.com, a secure online bidding service website.

To submit your proposals electronically, register with BidExpress, prior to the due date above. A new registration page must be signed, notarized, and received by BidExpress customer support for processing before the due date. An Infotech/BidExpress Guide is included as Attachment 9 for reference. There is a nominal service fee to use BidExpress.

Please note, each file upload in BidExpress is limited to 10 MB per file up to 50 files for a total of 500




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MB. Proposers shall plan ahead and allow sufficient time to account for the registration and file size limitations before the proposal submission deadline to complete the uploading of proposal files. If a proposer submits a proposal through BidExpress, the proposer should not send hard copies, compact disk, or any other materials to the County via mail.

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Open Day:	3/7/2024	Close Date:	4/18/2024 5:30:00 PM
Contact Name:	Jairo Flores	Contact Phone:	(626) 458-4069
Contact Email:	jflores@pw.lacounty.gov		
Last Changed On:	3/7/2024 11:10:13 AM		
Attachment File (1):	 Click here to download attachment files.		

Update (/LACoBids/Admin/UpdateBid/NzQ0OA%3d%3dMzcyNDU3)



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AGREEMENT FOR JOB ORDER CONTRACT (JOC) SYSTEM AND RELATED CONSULTING SERVICES

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

BY AND BETWEEN

THE COUNTY OF LOS ANGELES, a political
subdivision of the State of California, hereinafter
referred to as "Contracting Entity" or "County",

AND

FACILITY OPTIMIZATION SOLUTIONS, LLC,
hereinafter referred to as "Consultant" or
"Contractor".

The parties hereto do mutually agree as follows:

1. Definition

Contracting Entity means County. Other definitions and defined terms are contained in
the various Exhibits attached to this Agreement.

2. Consultant's Services

The Scope of Services will be as outlined in Exhibit A (Scope of Services) dated January
2025. As provided in Exhibit A, Consultant will provide an existing JOC System that
includes a Construction Cost Catalogue (i.e. JOC Book) and JOC Software and provide
Subscription Services that includes Support Services and Maintenance Services.
Consultant's proposal is incorporated herein as a part of this Agreement. In the event
that any conflict or inconsistency between this Agreement and Consultant's proposal are
found, such conflict or inconsistency will be resolved by giving precedence first to the
Agreement and the exhibits and attachments to the Agreement. The Exhibits to this
Agreement are as follows:

Exhibit A - Scope of Work

- Exhibit A.1 - Functional and Technical Requirements
- Exhibit A.2 - Minimum System Requirements
- Exhibit A.3 - Acceptance Certificate
- Exhibit A.4 - Contract Discrepancy Report
- Exhibit A.5 - JOC Workflow

Exhibit B - Schedule of Prices
Exhibit C - Contractor Acknowledgement, Confidentiality, and Copyright
Exhibit D - Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement
Exhibit E - Third Party Products
Exhibit F - Performance Requirements Summary
Exhibit G - Additional Information Technology (IT) Provisions
Exhibit H - Information Security and Privacy Requirements
Exhibit I - Additional Provisions for CDC and the Housing Authority
Exhibit J - Indemnification and Insurance Provision
Exhibit K - Safely Surrendered Baby Law Flyer
Exhibit L - Defaulted Property Tax Reduction Program
Exhibit M – Internal Revenue Service Notice

No work will commence on this project until a written Notice to Proceed is issued by Contracting Entity. Contracting Entity does not guarantee or promise that any work will be assigned to Consultant under this Agreement until a written Notice to Proceed is issued by the Contracting Entity. Further, Consultant is not guaranteed any minimum amount of work or business under this Agreement for the JOC Program.

3. Consideration

In consideration of the performance by Consultant to Contracting Entity of the Services described in Section 2 (Consultant Services) above, including receipt and Acceptance of such work by Director of the Contracting Entity of Los Angeles Department of Public Works (hereinafter called Director). The Consultant will be compensated in accordance with the attached Schedule of Prices at Exhibit B for Phase 1 and Phase 2 work. After issuance of a Notice to Proceed by the Contracting Entity, the Consultant will be compensated according to the Schedule of Prices following Acceptance of work. An Agreement year is defined as a one-year period beginning on the execution date of this Agreement and each anniversary thereafter. Mileage is not reimbursable. There will be no additional cost for licensing, access to, or use of the JOC System that is separately applied by Consultant to Contracting Entity's contractors and consultants.

Contracting Entity agrees to pay Consultant at 2.1 percent of the dollar amount of each project work order for the Term (as defined herein) of the Agreement, in accordance with the Schedule of Prices attached to this Agreement as Exhibit B. Contracting Entity does not guarantee any number of project work orders, work or services of any specific monetary amount under this Agreement.

Consultant will invoice Contracting Entity upon the completion of tasks, subtasks, deliverables, and other additional services specified in this Agreement, Scope of Services, and any change orders, as applicable, and which have been approved in writing by the Contracting Entity.

- a. Monthly payments for the work accomplished shall be made upon verification and Acceptance of such work by Director, as stated in Exhibit A (Scope of Services) and at the rate of 2.10 percent for the entire Term of the Agreement, as set forth in Exhibit B (Schedule of Prices). 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 Contracting Entity's discretion, upon prior written authorization by Director, and will be based on Consultant's Firm Fixed Hourly Rate attached to this Agreement as Exhibit B (Schedule of Prices).
- c. Consultant will not proceed with Professional Services or Optional Work not set forth in the Scope of Services or perform services outside the Agreement Term without an amendment to this Agreement as set forth in Section 49 (Supplemental/Amendment). Consultant will not be paid for any expenditure beyond the Agreement amount stipulated without an amendment to this Agreement.
- d. Consultant will provide access to the JOC System to Contracting Entity contractors and subcontractors at no additional cost.
- e. No Payment for Services Provided Following Expiration/Termination of Agreement: Consultant will have no claim against Contracting Entity for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment it will immediately notify Contracting Entity and will immediately repay all such funds to Contracting Entity. Payment by Contracting Entity for services rendered after expiration/termination of this Agreement will not constitute a waiver of Contracting Entity's right to recover such payment from Consultant. This provision will survive the expiration or other termination of this Agreement.
- f. A Cost of Living Adjustment will not be granted for this Agreement.
- g. Consultant will notify Contracting Entity when Agreement amount has been incurred up to 75% of the Agreement total.
- h. Contracting Entity will retain from each Phase 1 Deliverable payment, if applicable, ten percent (10%) of the payment ("Withhold(s)") as part security for the fulfillment of the Agreement by the Consultant to achieve Final Acceptance of the JOC System. The Withholds will be payable to the Consultant following Final Acceptance, subject to any adjustment for any amounts arising under this Agreement owed to Contracting

Entity by Consultant.

- i. Consultant will perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care").

4. Equipment and Supplies

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

5. Contracting Entity's Responsibility

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

6. Contracting Entity's Representative

Director or Director's authorized representative, will represent Contracting Entity in all matters pertaining to the services to be rendered pursuant to this Agreement. Contracting Entity will also designate a project director (Contracting Entity Project Director) and project manager (Contracting Entity Project Manager) to oversee the day to day aspects of the JOC Program.

7. Term

- a. The Term of this Agreement will begin on the date of the Effective Date of this Agreement and allow for Phase I implementation work to occur. Following Final Acceptance of Phase I, the Term of the Agreement will include up to five (5) years in the initial Term to also include Phase II. At the sole discretion of the Contracting Entity, this Agreement may be extended for two (2) one-year option year(s) not to exceed a total Agreement period of seven (7) years (collectively, from the Effective Date through the total contract period of seven (7) years, if exercised by the County, the "Term"). No work will proceed until a Notice to Proceed is issued by the Contracting Entity for Phase I and Phase II work.
- b. The Consultant will notify Public Works when this Agreement is within six (6) months from the expiration of the Term as provided for hereinabove. Upon occurrence of this event, the Consultant will send written notification to Public Works at the address herein provided in Section 40 (Notices).

- c. If the Contracting Entity authorizes the Consultant in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Agreement will be automatically extended solely to allow for the completion of such services.

8. Assignment and Delegation

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

9. Authorization Warranty

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

10. Budget Reductions

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

11. Compliance with Applicable Law

In the performance of this Agreement, and subject to the Standard of Care, Consultant will comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

12. Compliance with Civil Rights Laws

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

13. Compliance with Jury Service Program

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

- a. Unless Consultant, 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), Consultant will have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

- b. For purposes of this Section, Contractor means a person, partnership, corporation or other entity which has a Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or subcontracts. Employee means any California resident who is a full -time employee of Contractor. Full- time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor will also be subject to the provisions of this Section. The provisions of this Section will be inserted into any such subcontract Agreement and a copy of the Jury Service Program will be attached to the Agreement.
- c. If Consultant is not required to comply with the Jury Service Program when the Agreement commences, Contractor will have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Contractor will 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 will immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside the Jury Service Program's definition of Contractor and/or that Contractor continues to qualify for an exception to the Program.
- d. Contractor's violation of this Section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Contractor and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

14. Confidentiality

Consultant will maintain the confidentiality of all records and information, proprietary information, software codes, trade secrets, confidential information, etc., whether of Contracting Entity 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, Contracting Entity policies concerning information technology security and the protection of confidential records and information.

Consultant will inform all of its officers, employees, agents, and subconsultants providing services hereunder of the confidentiality provisions of this Agreement.

Consultant will sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement," Exhibit C. Consultant will cause each non-employee performing services covered by this Agreement to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment Confidentiality and Copyright Assignment Agreement," Exhibit D.

15. Conflict of Interest

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

The Consultant will comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the Term of this Agreement. The Consultant warrants that it is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it will immediately make full written disclosure of such facts to the Contracting Entity. Full written disclosure will 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 will be a material breach of this Agreement.

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

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

17. Employees of Consultant

Workers' Compensation: The Consultant understands and agrees that all persons furnishing services to the Contracting Entity pursuant to this Agreement are, for the purposes of Workers' Compensation liability, employees solely of the Consultant. Consultant will bear sole responsibility and liability for providing Workers'

Compensation benefits to any person for injuries arising from an accident connected with services provided to the Contracting Entity under this Agreement.

Professional Conduct: The Contracting Entity does not and will not condone any acts, gestures, comments or conduct from the Consultant's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Contracting Entity will properly investigate all charges of harassment by residents, employees or agents of the Contracting Entity against any and all Consultant's employees, agents or subcontractors providing services for the Contracting Entity. The Consultant assumes all liability for the actions of the Consultant's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Consultant.

18. Contractor Employee Criminal Background Investigation

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

If a member of Consultant's staff does not pass the background investigation, Contracting Entity may request that the member of Consultant's staff be removed immediately from performing services under the Agreement. Contractor will comply with Contracting Entity's request at any time during the Term of the Agreement. Contracting Entity will not provide to Consultant or to Consultant's staff any information obtained through the Contracting Entity's background investigation. Contracting Entity, in its sole discretion, may immediately deny or terminate facility access to any member of Consultant's staff that does not pass such investigation to the satisfaction of the Contracting Entity or whose background or conduct is incompatible with Contracting Entity facility access. Disqualification of any member of Consultant's staff pursuant to this section will not relieve Consultant of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

19. Consultant Responsibility and Debarment

- a. A responsible Consultant 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 Contracting Entity'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 Contracting Entity's policy to conduct business only with responsible Contractors.

- b. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the Contracting Entity Code, if the Contracting Entity acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the Contracting Entity 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 Contracting Entity 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 Contracting Entity.
- c. The Contracting Entity 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 Contracting Entity or a nonprofit corporation created by the Contracting Entity; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the Contracting Entity, any other public entity, or a nonprofit corporation created by the Contracting Entity, 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 Contracting Entity 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 will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 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 will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny or adopt the proposed decision and recommendation of the 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 Contracting Entity 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 Contracting Entity.
- 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

- i. These terms will also apply to subcontractors of Contracting Entity Contractors.

20. Consultant's Acknowledgement of Contracting Entity's Commitment to the Safety Surrendered Baby Law

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

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

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

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and will during the Term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will 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 will constitute a default by Contractor under this Agreement.

22. Contracting Entity's Quality Assurance Plan

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

23. Contracting Entity Rights

The Contracting Entity may employ, either during or after performance of this Agreement, any right of recovery the Contracting Entity may have against the Consultant 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 Contracting Entity under this Agreement are in addition to any right or remedy provided by California law.

24. Damage to Contracting Entity Facilities, Buildings Grounds

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

25. Employment Eligibility Verification

Consultant 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. Consultant will 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. Consultant will retain such documentation for all covered employees for the period prescribed by law.

26. Facsimile/Electronic Representations

The Contracting Entity and the Consultant 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 Agreement, such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

27. Fair Labor Standards

Consultant will comply with all applicable provisions of the Federal Fair Labor Standards Act.

28. Force Majeure

- a. Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's 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 Consultant will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Consultant and such subconsultant, and without any fault or negligence of either of them. In such case, Consultant will 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 Consultant 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 Consultant's failure to perform arises out of a force majeure event, Consultant 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 Agreement will be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder will be exclusively in the Contracting Entity of Los Angeles.

30. Independent Consultant Status

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

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

Consultant will 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 Consultant pursuant to this Agreement.

31. Indemnification and Insurance

The Indemnification and Insurance Provisions are set forth in Attachment 5 (Indemnification and Insurance Provision) of the RFP which will be attached as Exhibit J (Indemnification and Insurance Provision).

32. Liquidated Damages

- a. If, in the judgment of the Director, or his/her designee, the Consultant 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 Consultant'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 Consultant from the Contracting Entity, will be forwarded to the Consultant by the Director, or his/her designee, in a written notice describing the reasons for said action.
- b. If the Director or his/her designee, determines that there are deficiencies in the performance of this Agreement that the Director, or his/her designee, deems are correctable by the Consultant over a certain time span, the Director, or his/her designee, will provide a written notice to the Consultant to correct the deficiency within specified time frames. Should the Consultant fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) Deduct from the Consultant's payment, pro rata, those applicable portions of the Monthly Agreement Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Consultant 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 Consultant will be liable to the Contracting Entity for liquidated damages in said amount. Said amount will be deducted from the Contracting Entity's payment to the Consultant; and/or (c) Upon giving five (5) days notice to the Consultant for failure to correct the deficiencies, the Contracting Entity may correct any and all deficiencies and the total costs incurred by the Contracting Entity for completion of the work by an alternate source, whether it be Contracting Entity forces or separate private Consultant, will be deducted and forfeited from the payment to the Consultant from the Contracting Entity, as determined by the Contracting Entity.
- a. The action noted in this Section will not be construed as a penalty, but as adjustment of payment to the Consultant to recover the Contracting Entity cost due to the failure of the Consultant to complete or comply with the provisions of this Agreement.

- b. This Section will not, in any manner, restrict or limit the Contracting Entity's right to damages for any breach of this Agreement provided by law or as specified in Section b above, and will not, in any manner, restrict or limit the Contracting Entity's right to terminate this Agreement as agreed to herein.
- e. In addition to the above, Public Works may use Exhibit F, Performance Requirements Summary, to evaluate Contractor's performance. Please note, should an inconsistency be determined between the Scope of Work, Liquidated Damages, and the Performance Requirements Summary (Exhibit F), the higher service level in the judgment of Public Works will prevail.

33. CARD

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 an Agreement Term extension option.

34. Nondiscrimination and Affirmative Action

- a. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- b. The Consultant will certify to, and comply with, the provisions of Consultant's EEO Certification.
- c. The Consultant will 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 will 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 Consultant 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 Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry,

national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

- f. The Consultant will allow Contracting Entity representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Section when so requested by the Contracting Entity.
- g. If the Contracting Entity finds that any provisions of this Section have been violated, such violation will constitute a material breach of this Agreement upon which the Contracting Entity may terminate or suspend this Agreement. While the Contracting Entity reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the Contracting Entity that the Consultant has violated the anti-discrimination provisions of this Agreement.
- h. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Agreement, the Contracting Entity will, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

35. Non Exclusivity

Nothing herein is intended nor will be construed as creating any exclusive arrangement with the Consultant. This Agreement will 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 Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party will, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

37. Notice of Disputes

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

it.

38. Notice to Employees Regarding the Federal Earned Income Credit

Consultant will notify its employees, and will 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 will be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

39. Notice to Employees Regarding the Safely Surrendered Baby Law

The Consultant will notify and provide to its employees, and will 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 how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's, A Safely Surrendered Baby Law poster, in a prominent position at the Consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used.

40. Notices

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

CONTRACTING ENTITY

Department of Public Works
Business Relations and Contracts Division
Contract Section I, 8th Floor
900 South Fremont Avenue
Alhambra, CA 91803
(626) 458-4056

CONSULTANT

Facility Optimization Solutions, LLC
50 Fountain Plaza, Suite 200
Buffalo, NY 14202
(716) 316-5664

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

41. Ownership of Contracting Entity Materials and Contracting Entity Data

- a. Except for preexisting materials created before the Effective Date of this Agreement, Consultant and Contracting Entity agree that all materials, including

but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of Deliverables, and any other materials or information developed under this Agreement 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, with the exception of the Consultant's JOC System, Software, JOC Book and non-customized portions of the training materials for the JOC System are and/or will be the sole property of Contracting Entity (hereafter collectively, "Contracting Entity Materials"). Further, all data entered into the System for Contracting Entity JOC work, and any other Contracting Entity data (collectively, "Contracting Entity Data"), will be the sole and exclusive property of the Contracting Entity. Consultant hereby assigns and transfers to Contracting Entity all Consultant's right, title and interest in and to all such Contracting Entity Materials developed under this Agreement. Consultant will retain ownership of Contractor's JOC System, Software, JOC Book and non-customized portions of the training materials, but County will be permitted to use these items pursuant to the license in Paragraph 2.0 of Exhibit G (Additional Information Technology (IT) Provisions).

Notwithstanding such Contracting Entity ownership in the Contracting Entity Materials, Consultant may retain possession of working papers and materials prepared by Consultant under this Agreement. During and for a minimum of five years subsequent to the Term of this Agreement, Contracting Entity will 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. Consultant will execute all documents requested by Contracting Entity and will perform all other acts requested by Contracting Entity to assign and transfer to, and vest in Contracting Entity, all Consultant's right, title and interest in and to the Contracting Entity Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Agreement. Contracting Entity will have the right to register all applicable copyrights, trademarks and patents in the name of the Contracting Entity of Los Angeles. Further, Contracting Entity will have the right to assign, license, or otherwise transfer any and all Contracting Entity's rights, title and interest, including, but not limited to copyrights, trademarks, and patents, in and to the Contracting Entity Materials.

- c. Consultant represents and warrants that the Contracting Entity Materials prepared herein under this Agreement, are the original work of Consultant and do not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the Contracting Entity Materials that are not the original work of Consultant, Consultant represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the Contracting Entity Materials.
- d. Consultant will affix the following notice to all Contracting Entity Materials: "© Copyright 2025 (or such other appropriate date of first publication), Contracting Entity of Los Angeles. All Rights Reserved." Consultant will affix such notice on the title page of all images, photographs, documents and writings, and otherwise as Contracting Entity may direct.
- e. Contracting Entity will also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all Contracting Entity Materials resulting from this Agreement. Contracting Entity will however, honor requests by Consultant seeking removal of all acknowledgment and/or attribution language relating to the Consultant, should Consultant no longer wish to receive attribution for its work on the Contracting Entity Materials.
- f. If directed to do so by Contracting Entity, Consultant will place the Contracting Entity name and Contracting Entity logo on Contracting Entity Materials developed under this Agreement. Consultant may not, however, use the Contracting Entity name and Contracting Entity logo on any other materials prepared or developed by Consultant that falls outside the scope of this Agreement.

42. Prohibition Against Inducement or Persuasion

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

43. Prohibition from Participation in Future Solicitation(s)

Neither Consultant nor any subsidiary of or subcontractor to Consultant will participate in any way in any future solicitation conducted by Contracting Entity that includes or is based upon any solicitation document that is developed as a result of the services rendered by Consultant under this Agreement. As this prohibition

applies to subcontractors of the Consultant, Consultant will notify any subcontractors providing services under this Agreement of this prohibition before they commence work under this Agreement. Any response to a solicitation submitted by Consultant or by any subsidiary of or subcontractor to Consultant in violation of this provision will be rejected by Contracting Entity. This provision will survive the expiration or other termination of this Agreement.

44. Public Records Act

- a. Any documents submitted by the Consultant; all information obtained in connection with the Contracting Entity's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Record Retention and Inspection/Audit Settlement Section of this Agreement; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of the Contracting Entity. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The Contracting Entity will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- b. In the event the Contracting Entity 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 Consultant agrees to defend and indemnify the Contracting Entity from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

45. Publicity

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

- b. The Consultant may, without the prior written consent of Contracting Entity, indicate in its proposals and sales materials that it has been awarded this Agreement with the Contracting Entity of Los Angeles, provided that the requirements of this Section will apply.

46. Record Retention and Inspection/Audit Settlement

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

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

Contracting Entity's Auditor-Controller, deducted from any amounts due to the Consultant from the Contracting Entity, whether under this Agreement or otherwise. If such audit finds that the Contracting Entity's dollar liability for such work is more than the payments made by the Contracting Entity to the Consultant, then the difference will be paid to the Consultant by the Contracting Entity by cash payment, provided that in no event will the Contracting Entity's maximum obligation for this Agreement exceed the funds appropriated by the Contracting Entity for the purpose of this Agreement.

47. Recycled Bond Paper

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

48. Subcontracting

- a. The requirements of this Agreement may not be subcontracted by the Consultant without the advance approval of the Contracting Entity. Subcontractors listed in the Consultant's Proposals are approved by Contracting Entity, unless otherwise indicated by Contracting Entity. Any attempt by the Consultant to subcontract without the prior consent of the Contracting Entity may be deemed a material breach of this Agreement.
- b. If the Consultant desires to subcontract, the Consultant will provide the following information promptly at the Contracting Entity'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 Contracting Entity.
- c. The Consultant shall indemnify and hold the Contracting Entity 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 Consultant employees.
- d. The Contracting Entity does not have contractual privity with the Subcontractor. The Consultant will remain fully responsible for all performances required of it under this Agreement, including those that the Consultant has determined to subcontract. Consultant will remain fully responsible for services rendered by any Subcontractor pursuant to a subcontract between the Consultant and Subcontractor.
- e. The Consultant will be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and

successors in interest arising through services performed hereunder, notwithstanding the Contracting Entity's consent to subcontract.

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

Department of Public Works
Business Relations and Contracts Division
Contracts Section I, 8th Floor
900 South Fremont Avenue
Alhambra, CA 91803
(626) 458-4069

before any Subcontractor employee may perform any work hereunder.

49. Supplemental/Amendment

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

50. Termination for Breach of Warranty to Maintain Compliance with Contracting Entity'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, will constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will

be grounds upon which the County may terminate this Agreement pursuant to Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

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" will constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice will be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

52. Termination for Convenience

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

53. Termination for Default

- a. The Contracting Entity may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of Contracting Entity's Project Director:
 - Consultant has materially breached this Agreement; or
 - Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the Contracting Entity may authorize in writing) after receipt of written notice from the Contracting Entity specifying such failure.

- b. In the event that the Contracting Entity terminates this Agreement in whole or in part as provided in this Section, the Contracting Entity may procure, upon such terms and in such manner as the Contracting Entity may deem appropriate, goods and services similar to those so terminated. The Consultant will be liable to the Contracting Entity for any and all excess costs incurred by the Contracting Entity for such similar goods and services, but only to the extent agreed to by the Parties or if Consultant has been found negligent by a court of competent jurisdiction. The Consultant will continue the performance of this Agreement to the extent not terminated under the provisions of this sub-Section.
- c. Except with respect to defaults of any Subcontractor, the Consultant will not be liable for any such excess costs of the type identified in above sub-Section if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the Contracting Entity 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 Consultant. 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 Consultant and Subcontractor, and without the fault or negligence of either of them, the Consultant will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Consultant 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 Contracting Entity has given notice of termination under the provisions of this Section, it is determined by the Contracting Entity that the Consultant 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 will be the same as if the notice of termination had been issued pursuant to Termination for Convenience Section.
- c. The rights and remedies of the Contracting Entity provided in this Section will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

54. Termination for Improper Consideration

Contracting Entity may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any Contracting Entity 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 Consultant's performance pursuant to the Agreement. In the event of such termination, Contracting Entity will be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

Consultant will immediately report any attempt by a Contracting Entity officer or employee to solicit such improper consideration. The report will be made either to Contracting Entity manager charged with the supervision of the employee or to Contracting Entity 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 Contracting Entity may terminate this Agreement forthwith in the event of the occurrence of any of the following: 1) Insolvency of the Consultant. The Consultant will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code; 2) The filing of a voluntary or involuntary petition regarding the Consultant under the Federal Bankruptcy Code; 3) The appointment of a Receiver or Trustee for the Consultant; or 4) The execution by the Consultant of a general assignment for the benefit of creditors.
- b. The rights and remedies of the Contracting Entity provided in this Section will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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, will fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately

terminate or suspend this Agreement.

57. Termination For Non-Appropriation of Funds

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

58. Time Off for Voting

The Consultant will notify its employees and will 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 Consultant and subconsultants will 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.

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

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

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

60. Validity

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

61. Waiver

No waiver by the Contracting Entity of any breach of any provision of this Agreement will constitute a waiver of any other breach or of such provision. Failure of the Contracting Entity to enforce at any time, or from time to time, any provision of this Agreement will not be construed as a waiver thereof. The rights and remedies set forth in this Section will not be exclusive and are in addition to any other rights and remedies

provided by law or under this Agreement.

62. Warranty Against Contingent Fees

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

63. Safety Standards and Accident Prevention

The Consultant will comply with all applicable federal, state and local laws governing safety, health and sanitation. The Consultant will provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Agreement.

64. Compliance with the County Policy of Equity

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

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

Contracting Entity, 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 with the Contracting Entity will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

The Consultant will 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.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

At any time during the duration of the Agreement, Consultant may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

66. Compliance with Contracting Entity's Zero Tolerance Human Trafficking

Contractor acknowledges that the Contracting Entity 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 Contracting Entity will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Agreement. Contracting Entity 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 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

67. Additional Information Technology (IT) Provisions

Exhibit G, Additional IT Provisions are incorporated into this Agreement. It is currently attached as Attachment 2 (Additional Information Technology (IT) Provisions) to the RFP. Consultant will also comply with Exhibit H, Information Technology and Privacy Requirements, which is currently attached as Attachment 3 (Information Technology and Privacy Requirements).

68. Additional Provisions for CDC and the Housing Authority

Exhibit I, Additional Provisions for Los Angeles County Development Authority, will be incorporated into this Agreement.

69. Compliance with Fair Chance Employment Practices

Contractor will 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 Agreement may constitute a material breach of the Agreement. In the event of such material breach, Contracting Entity may, in its sole discretion, terminate the Agreement.

70. Severability

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same will be deemed severable from the remainder of this Agreement and will in no way affect, impair or invalidate any other provision contained herein. If any such provision will be deemed invalid due to its scope or breadth, such provision will be deemed valid to the extent of the scope or breadth permitted by law.

71. Interpretation

No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if drafted by both parties hereto.

72. Each party to this Agreement agrees to comply with all applicable laws, including the Anti-Bribery and Anti-Corruption laws, of every government entity having jurisdiction in this matter, as well as the Foreign Corrupt Practices Act (FCPA) of the United States, and the Anti-Trafficking provisions of the Federal Acquisition Regulations. Each party to this Agreement shall comply with its respective Code of Conduct ("Policy"). Further, each party shall use Consultant's independently maintained "Ethics Line" to report, anonymously or otherwise, any suspected violation of law or Policy during the course of the services, including any potential violation of the FCPA, or any federal or state procurement laws.

By telephone (24 hours a day, 7 days a week): 1.855.502.1878

By email: www.reQortlineweb.com/cannondesign

Contracting Entity represents that it is not currently suspended, debarred, declared ineligible or voluntarily excluded by any federal or state entity. Contracting Entity will notify Consultant immediately if it becomes suspended or debarred.

73. Entire Agreement

This Agreement constitutes the entire Agreement between Contracting Entity and Consultant and may be modified only by further written Agreement between the parties hereto.

IN WITNESS WHEREOF, the Contracting Entity has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of the Department of Public Works, and the Consultant 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

FACILITY OPTIMIZATION SOLUTIONS, LLC

By _____
Deputy Director
Department of Public Works

By _____
President

By _____
Secretary

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Truc L. Moore
Principal Deputy County Counsel

EXHIBIT A

SCOPE OF SERVICES

**JOB ORDER CONTRACT (JOC) SYSTEM
AND RELATED CONSULTING
SERVICES**

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EXHIBIT A.5 – DPW JOC Contracting Process

1.0 **INTRODUCTION**

1.1 **Introduction**

A Job Order Contract (JOC) is a flexible, cost-effective unit price contracting method used for maintenance, repair, and refurbishment of infrastructure and facilities of the County of Los Angeles (County) and the Los Angeles County Development Authority (LACDA) (each separately "Contracting Entity", or collectively "Contracting Entities"). For the County, its user departments in the JOC Program include the Department of Public Works, Internal Services Department, and the Department of Parks and Recreation. The volume of contracts issued in the JOC Program for each Contracting Entity is summarized below:

Contracting Entity	Estimated # of JOC Contracts Issued Yearly	Total Dollar Value of JOC Contracts
County of Los Angeles	71	\$346 Million
LACDA	15-20	\$87 Million

The Contracting Entity's management and implementation of the JOC Program is enhanced through the use of specialized software (hereinafter "JOC System" or "System") and related consultant services that include conducting market research to determine local prevailing costs for construction equipment, materials, and labor for vertical construction, horizontal construction, general work, and demolition; preparing and updating detailed Price Catalog/Technical Specifications that include unit prices and technical specifications; maintaining project control and estimating software; and providing technical support as needed.

Unless otherwise specified as an obligation of County or LACDA, Consultant 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 Agreement.

Exhibit A.5 (JOC Workflow) contains a flow chart that provides certain background on the JOC Program workflow. The JOC System will provide a consolidated view of JOC contracts and associated construction projects that are entered into the System. The Contracting Entities are seeking a JOC System that has the ability to allow for smarter, faster and more creative operating efficiencies, enhanced reporting, monitoring, long-term quality decisions and analytical capabilities based on the requirements enclosed.

Federally Funded Work

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

For federally funded work, the Contract Manager will, before assigning work to the Contractor, verify that the Contractor is not listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects. For your reference, a List of Debarred Contractors by U.S. Department of Labor's (DOL) Office of Federal Contract Compliance Programs (OFCCP) may be obtained by going to the following website: <https://sam.gov/content/home>.

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

If the Contractor is **not** listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, Public Works may offer said Contractor the federally funded work.

The Contractor is required to verify that its subcontractors are not listed on the governmental exclusions in the SAM, before assigning federally funded work to its subcontractors.

1.2 Project Scope

Consultant shall deliver the following as required by the Agreement, including this Scope of Services:

- Provide electronic Price Catalog and Technical Specifications.
- Provide existing Web Hosted Software that is configured to meet the County's requirements and form the JOC System that is compatible with the electronic Price Catalog/Technical Specifications, and that will allow users to access the electronic Price Catalog/ Technical Specifications.
- Generate all JOC System outputs for the duration of the Agreement, including forms and letters, reports, and data extracts, with such outputs being customizable by the Contracting Entity to meet the various needs of the Contracting Entity, including revisions to template documents and reports.
- Host multiple feedback sessions with the Contracting Entity, implement changes, and provide training.
- Provide full time staff support for each Contracting Entity.

The JOC Consultant Services will consist of Phase I and Phase II. Phase I will consist of providing JOC unit price book/Technical Specifications and the configured JOC System that is a web hosted software program, along with support staff for the JOC Program. Upon Consultant achieving Final Acceptance for the JOC System and Contracting Entity's acceptance of Phase I, the Consultant may receive a notice to proceed (NTP) to Phase II. Phase II will consist of support staff and subscription services, which will include maintenance services, for the Price Catalog/Technical Specifications and JOC System, as indicated below:

Phase I (JOC System) consists of two modules:

- Module 1 – Price Catalog and Technical Specifications
- Module 2 – JOC Software as a Service Program (JOC System)

Phase II (Support System) consists of Support Staff and Maintenance Services supporting the JOC System.

2.0 **GENERAL REQUIREMENTS**

This Section provides certain background on Consultant and place of performance, and the specified methods for managing and delivering the tasks, Deliverables, goods, Services and other work described in the SOS.

2.1 Contracting Entity Resources

Contracting Entity will provide the following:

Contracting Entity JOC Team will provide leadership and support for the JOC Consultant Services project described in this SOS ("JOC Consultant Services") to include monitoring the JOC program project progress against the Contracting Entity-approved Consultant's Project Schedule timelines and milestones, project costs, and project risk assessment. Contracting Entity JOC Team will help identify and solicit Contracting Entity resources, oversee periodic external project management audits, approve any plans related for transition to production and monitor that transition, and serve as the final escalation point for project issues.

Contracting Entity's Project Director has the responsibilities described in Section 6 (Contracting Entity's Representative) of the Agreement, and also: Oversee the JOC Consultant's day-to-day activities; monitor Consultant performance of the Agreement; coordinate activities between Contracting Entity staff on the Contracting Entity Project Team and Consultant staff on the Consultant Project Team on a regular basis; acceptance of all deliverables and other work under Section 4.0 (Acceptance) of Attachment 2 (Job Order Contract-Additional Information Technology (IT) Provisions) of the Agreement; and Provide direction and serve as liaison to Consultant in areas relating to policy, information, and procedural requirements.

Contracting Entity's Project Manager has the responsibilities of receiving all documents, requests, reports, and information regarding this project. The Contracting Entity's Project Manager assists the Contracting Entity's Project Director with ensuring that tasks are defined and understood by the Consultant. The Contracting Entity's Project Manager will track and give the Consultant guidance and instructions to complete the Deliverables.

Contracting Entity Staff on the Contracting Entity JOC Team, consisting of the aforementioned staff, is responsible for certain project activities, as determined by Contracting Entity's Project Director, including working with Consultant staff, providing certain subject matter expertise and additional resources for workgroups, requirements validation, testing, and review of Deliverables and other work.

2.2 Consultant Resources: Key Staff

Consultant shall provide the following Consultant key staff, which shall be part of Consultant's project management team. All proposed staff

must perform and render all Services within the continental United States:

Consultant Project Director shall be a full-time employee of Consultant responsible for Consultant's overall performance of the Agreement and shall have the authority to commit resources of Consultant to address all needs and requirements addressed in this Agreement.

Consultant's Project Manager shall be a full-time employee of Consultant and shall be assigned full-time on-site at the Project Office or other location(s) approved by Contracting Entity's Project Director for this Agreement. Consultant Project Manager shall report directly to Consultant Project Director. Consultant's Project Manager shall serve as the primary point-of-contact between Contracting Entity's Project Director and Consultant. Consultant's Project Manager is responsible for the overall day-to-day management and coordination to ensure that all Deliverables and other requirements are completed successfully and that all Agreement dates are met.

Access to County data shall be limited only to Consultant or Service Provider's personnel to perform work necessary as defined in the scope of services. County's Project Manager shall be notified in writing of any third-party which the Contractor is required to share County data. The notification shall address what type of information/data is being shared and how the program participants can "opt-out".

2.3 Deliverable Acceptance Criteria (General)

Consultant shall develop Consultant's Project Schedule as part of Deliverable 1.1 (Project Control Document (PCD) that defines the schedule of Deliverables, identifying any dependencies between Deliverables that require Contracting Entity approval of one or more prior Deliverables. Once this schedule is approved, unless otherwise authorized in writing by Contracting Entity's Project Director, Deliverables must be approved by Contracting Entity's Project Director according to this schedule prior to Consultant beginning work on any subsequent Deliverables.

If Consultant begins work on the next scheduled Deliverable without receiving Contracting Entity's Project Director approval, Consultant does so at Consultant's sole risk, including Contracting Entity right to withhold payment pursuant to Section 3 (Consideration) of the Agreement. In general, Contracting Entity requires a minimum of ten (10) business days to review each Deliverable, with a corresponding ten (10) business days resolution period for Consultant to correct any Deficiencies regarding the Deliverable. However, Consultant acknowledges and

agrees that some Deliverables may require a more extensive review and resolution and will be notified by Contracting Entity of a time-frame for review. Contracting Entity reserves the right to extend any review of any deliverable.

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

Consultant shall submit each Deliverable to Contracting Entity in an electronic copy format in the Microsoft Office Suite in a Contracting Entity-specified version. Contracting Entity's right to approve all Deliverables and other work, as set forth in Section 4.0 (Acceptance) of Attachment 2 (Job Order Contract-Additional Information Technology (IT) Provisions) of the Agreement, shall not be limited in any way by the contents of any prior approved Deliverable by Contracting Entity.

3.0 SCOPE OF SERVICES

3.1 TASK 1: PROJECT ADMINISTRATION

Consultant shall provide full project management, planning, monitoring, supervision, tracking, and control for all project activities during the term of the Agreement, which includes Phase 1 and Phase 2. Consultant shall employ project management standards and practices, including Integration Management, Scope Management, Time Management, Cost Management, Quality Management, Human Resource Management, Communications Management, Risk Management and Procurement Management, in the performance of all work.

3.1.1 Subtask 1.1: Project Initiation

Consultant shall perform the following work in this Subtask:

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

Consultant shall deliver and present Deliverable 1.1, PCD to Contracting Entity at a meeting within thirty (30) days of the Effective Date of Board approval. Approval by Contracting Entity's Project Director of Deliverable 1.1, PCD must occur before any further work under the Agreement may continue. At Contracting Entity's Project Director's request, from time-to-time during the term of the Agreement, Consultant shall provide an updated PCD.

As part of Deliverable 1.1, PCD, Consultant shall include the initial version of Consultant's Project Schedule, developed in Contracting Entity-specified version of Microsoft Project (or such other project management software as approved in advance by Contracting Entity's Project Director). In Consultant's Project Schedule, Consultant shall identify the time required to complete all tasks and subtasks. Within ninety (90) days after the Effective Date, Consultant shall prepare and submit Deliverable 1.2 (Incoming Orientation Plans) to provide appropriate knowledge transfer from the Contracting Entity to Consultant regarding existing functionality and business processes.

Contracting Entity will review Deliverable 1.2 (Incoming Orientation Plans) with Consultant to verify its completeness. Consultant shall revise Deliverable 1.2 (Incoming Orientation Plans), as appropriate, following the joint review with Contracting Entity. Consultant shall incorporate all orientation activities into Consultant's Project Schedule.

3.1.1.1 Deliverable 1.1: Project Control Document (PCD)

Consultant shall provide the PCD which shall include:

1. All work described in this SOS and elsewhere in the Agreement;
2. An approach to completing all work, including a work breakdown structure (WBS) with task and subtask descriptions, associated Deliverables, and resource requirements;
3. Consultant's Project Schedule shall include:
 - A. All Deliverables, including those referenced in Exhibit B (Pricing Schedule);
 - B. All tasks, subtasks, Deliverables and other work;
 - C. Start date and date of completion for each Deliverable, task, subtask, and other work;

- D. Proposed Contracting Entity review period for each Deliverable; and
 - E. Proposed milestones;
4. Identification of all Consultant Key Staff, including those described in Section 2.2 (Consultant Resources);
 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 prior to being approved. The change management process may vary from item to item, as determined by Contracting Entity's Project Director.

3.1.1.2 Deliverable 1.2: Incoming Orientation Plans

Consultant shall provide an Incoming Orientation Plan for JOC System. The Incoming Orientation Plan for JOC System shall include:

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

3.1.2 Subtask 1.2: Ongoing Project Administration

Consultant shall perform ongoing project administration during the term of the Agreement, which shall include:

1. Manage all Consultant staff, including Subconsultant staff,

assigned to the project;

2. Coordinate with other Contracting Entity departments, or external agencies, as appropriate;
3. Manage issues raised by Contracting Entity and documented in bi-weekly status reports;
4. Provide planning and direction in accordance with the Contracting Entity approved PCD, ensuring that proper project management controls exist and are in use;
5. Provide change management;
6. Provide routine and realistic assessments of progress as targeted in Consultant's Project Schedule;
7. Implement quality assurance measures that allow the delivery of high quality, effective Deliverables to Contracting Entity;
8. Manage all Consultant supplied facilities directly related to the project;
9. Participate in the Deliverable review/resolution process for all Deliverables;
10. Provide updated copies of the PCD, including Consultant's Project Schedule, which incorporates only Contracting Entity -approved variances from the current Contracting Entity -approved PCD; and

Consultant Project Director shall submit bi-weekly (every two weeks) status reports in a Contracting Entity -specified format to Contracting Entity's Project Director throughout the term of the Agreement. The first bi-weekly status report shall be due to County's Project Director fourteen (14) days after the Effective Date, with subsequent reports due every other Tuesday thereafter for the term of the Agreement. Consultant shall compare actual progress for the preceding bi-weekly period with current County-approved Consultant's Project Schedule and discuss any variances and work scheduled for the following period. In each bi-weekly status report, Consultant shall include:

1. Consultant Project Director Name;

2. Consultant Name;
3. Reporting period start and stop dates;
4. Date of report;
5. Highlights of the reporting period;
6. Tasks, subtasks and other work completed during the reporting period which were not scheduled;
7. Tasks, subtasks, and other work completed during the reporting period which were scheduled;
8. Tasks, subtasks, and other work started during the reporting period;
9. Tasks, subtasks, and other work in progress during the reporting period;
10. Tasks, subtasks, and other work scheduled for completion during the reporting period which were not completed;
11. Activities for the next reporting period;
12. Issues identified during that reporting period;
13. Issues resolved during that reporting period;
14. Corrections to the prior bi-weekly status report;
15. Meetings scheduled for the next reporting period; and
16. Any other items requested by County's Project Director.

Consultant's Project Director shall attend bi-weekly status meetings with County's Project Director to review any issues, and the status of Consultant's Project Schedule. Consultant shall deliver an updated PCD and include an indication of any variance from the current County-approved Consultant's Project Schedule affecting the project's schedule, resources, or impacting the project's critical path. All variances shall be presented to County's Project Director for approval at the bi-weekly status meeting or as directed by County's Project Director. Consultant shall send an updated copy of the PCD incorporating only County-approved variances to County's

Project Director for approval no later than twenty-four (24) hours prior to any subsequent bi-weekly status meeting.

3.1.2.1 Deliverable 1.3: Ongoing Project Administration

Consultant shall provide ongoing project administration to include:

1. JOC System bi-weekly status reports; and
2. Updates to the PCD, including Consultant's Project Schedule.

3.2 TASK 2 – MODULE 1 - PRICE CATALOG AND TECHNICAL SPECIFICATIONS

Consultant shall provide and maintain a Price Catalog and Technical Specifications which includes a comprehensive database containing each of the individual construction tasks and their corresponding unit process based on the Construction Specification Institute (CSI) Master format. Unit prices in the Price Catalog will be specifically on current market conditions in the county of Los Angeles for labor, equipment, and materials for vertical construction, horizontal construction, demolition, general work, and special construction consisting of historical restoration, work in secure prison facilities, and work in hospitals requiring Office of Statewide Health Planning and Development review and inspections.

3.2.1 MODULE 1 – Price Catalog and Technical Specifications

Consultant shall provide, maintain, update, and customize a comprehensive set of Technical Specifications or make reference to the most current edition of the Standard Specifications for Public Works Construction ("Green Book") at County's discretion for each of the construction tasks that are listed in the Price Catalog. The Price Catalog and Technical Specifications shall include, but not be limited to, the following:

1. Consultant shall maintain and update pricing in the Price Catalog including researching and adding new items (items previously not priced, on an as-needed basis, at no additional cost). The unit price for a Non-Pre-priced item shall be researched and generated within a time period as agreed upon with County, in the same manner as a pre-priced item. Each unit price shall contain the direct labor, equipment, and material costs necessary to accomplish that individual task for installation and demolition. Price Catalog line items shall be broken down by quantities and

task specific modifiers. Each line item will be broken down to the level of detail required by the County.

At a minimum each line item shall contain the following information:

- A. Item name
 - B. Item description
 - C. Unit of Measure
 - D. Price
2. Consultant shall update crew composition and local productivity factors for each of the construction tasks in the Price Catalog on a regular basis, at no additional cost. Consultant is responsible for maintaining the accuracy of the Price Catalog which includes:
- A. Maintain the integrity of the CSI numbering system
 - B. Improve line item task descriptions
 - C. Add new line item tasks as requested by County
 - D. Remove outdated line item tasks that are no longer used or available
 - E. Review for accuracy of items
 - F. Monitor local area pricing
 - G. Incorporate current construction practices and materials
 - H. At the request of the County, publish a new unit price book for each JOC Solicitation by the County, incorporating all updates and pricing.
3. Consultant shall provide regular maintenance of the customized Technical Specifications including, but not limited to, the following:
- A. Develop new specifications for newly added tasks
 - B. Incorporate current construction practices, standards and materials
 - C. At the request of the County, publish new Technical Specifications and unit prices for each additional JOC solicitation by the County incorporating all updates.
4. Consultant shall provide the Price Catalog and Technical Specifications with the approved Price Catalog and Technical Specifications on compact disk (CD) in a printable electronic format on an as-needed basis and provide one (1) print copy of approved Price Catalog and Technical Specifications at the

request of the County. Each job order unit price book shall remain the same once it is adopted and approved by the Board of Supervisors. The adopted unit price book assigned to a contract shall keep the original adopted prices that will be used for the duration of the contract.

3.3.1.1 Deliverable 2.1: Price Catalog and Technical Requirements

Consultant shall provide the Price Catalog and Technical Specifications, and all related work, as outlined in this section.

3.2.2 MODULE 1 – Analysis and Verification of Price Catalog and Technical Specifications

1. County shall conduct a thorough analysis of Consultant's Price Catalog and Technical Specifications to verify data to be reasonable and within current industry and market conditions. The analysis and verification may consist of using the Consultant's Price Catalog and Technical Specifications to prepare mock cost proposals using sample project(s) frequently carried out by the County.
2. Upon request of the County, Consultant shall provide County all supporting data for verification and validation of prices in the Price Catalog and Technical Specifications.
3. County shall review and provide final acceptance of the Price Catalog and Technical Specifications prior to its use.

3.2.2.1 Deliverable 2.2

Consultant shall provide Contracting Entity all supporting data for verification and validation of the Price Catalog and Technical Specifications for sample projects conducted during the analysis and verification process conducted by the County.

TASKS 3 THROUGH 12 – MODULE 2 JOC System

The following remaining Tasks describes the work that the Consultant shall perform as it relates to the JOC System.

Task 3 - Requirements Verification and Analysis

Task 4 – JOC System Design

Task 5 – JOC System Configuration and Development

Task 6 – JOC System Testing
 Task 7 - Training
 Task 8 – Implementation and Go Live
 Task 9 – Contract Discrepancy Report
 Task 10 – Outgoing Transition Services

Consultant shall work collaboratively with key stakeholders, including Users as defined in Section 1.19 (Users) of Attachment 2 (Additional Information Technology (IT) Provisions), County and LACDA who will interact with the JOC System. Consultant will update Deliverables, as needed, for each Phase on which it receives a notice to proceed.

3.3 TASK 3: REQUIREMENTS VERIFICATION AND ANALYSIS:

Consultant shall perform the following work during this Task 3:

1. Plan Task 3 with County and other stakeholders; and
2. Analyze and verify all JOC System functional and technical requirements.

3.3.1 Subtask 3.1: Planning for Requirements Verification

Consultant, working in conjunction with County designated stakeholders, shall plan the schedule for the activities in Task 3 (Requirements Verification and Analysis). The planning shall include the development of schedules and locations for the appropriate analysis and meetings with County and others approved by County, as well as identification of the key participants for each meeting.

3.3.1.1 Deliverable 3.1: Requirements Verification Schedule

Consultant shall provide the Requirements Verification Schedule that describes the proposed number of meetings, names of anticipated participants, proposed agenda(s), and updates to Consultant's Project Schedule. The updates to Consultant's Project Schedule will include the detailed activities, schedule, and resources required for completing Task 3 (Requirements Verification and Analysis).

3.3.2 Subtask 3.2: Analyze and Verify the JOC System Requirements

Consultant shall conduct a thorough verification of all functional and technical requirements. Consultant shall validate all functional and technical requirements and verify that all requirements have been identified. As a result of this subtask, Consultant shall establish a

complete set of JOC System baseline functional and technical requirements that will serve as the basis for JOC System design and development. Consultant shall accomplish this by completing the following steps:

1. Reviewing the Agreement with Exhibit A.1 (System Requirements);
2. Conducting any indicated clarification sessions with County staff and County-specified key Users of the JOC System to ensure a common understanding of the requirements; and
3. Requesting additional information, as appropriate, to ensure a thorough understanding of the requirements.

Consultant shall record all functional and technical requirements in the requirements traceability and verification tool. Consultant shall ensure that:

1. Additional documentation, such as clarifications, details, and/or examples that help more thoroughly define a requirement, shall be attached to the appropriate requirement(s); and
2. All Requirements Traceability Matrix links between each unique functional, and technical requirement and other related functional and technical requirements, including Exhibit A.1 (System Requirements), documents (e.g., clarifications or examples), or other Deliverables.

Consultant shall prepare Deliverable 3.2 (System Requirements Document (SRD)), summarizing Consultant's analysis and verification of the functional, and technical requirements, including any impacts to the proposed JOC System design concept and its related requirements, specifications and components prior to initiating design. This document shall serve as the foundation for future design and development.

Consultant shall prepare Deliverable 3.3 (Requirements Traceability Matrix and Report) that includes any unresolved traceability issues. Deliverable 3.3 (Requirements Traceability Matrix and Report) shall be used to ensure that all technical requirements can be clearly traced to the business or functional requirements that they must support. Consultant shall use County business processes, workflows, terminology and nomenclature wherever possible. The Requirements Traceability Matrix and Report can also be used to ensure that all proposed JOC System business logic can be traced to the supporting

business need or County objective. This matrix will be used as a quality assurance tool throughout the JOC System design and development process and shall be updated by Consultant as needed for subsequent activities.

3.3.2.1 Deliverable 3.2: System Requirements Document (SRD)

Consultant shall provide a SRD that shall document the complete set of verified functional and technical requirements for the JOC System, describing in detail what the JOC System must do and other attributes the JOC System must have in order to provide and support all services.

3.3.2.2 Deliverable 3.3: Requirements Traceability Matrix and Report

Contractor shall provide a Requirements Traceability Matrix and Report to establish that all links for each functional and technical requirement, as set forth in Exhibit A.1 (System Requirements), to other supporting requirements, including Exhibit A.1 (System Requirements), documents (e.g., clarifications or examples), or other Deliverables, have been successfully documented. Contractor shall also indicate any unresolved traceability issues.

3.4 TASK 4: JOC SYSTEM DESIGN

Consultant shall provide a JOC System design based on Deliverable 3.2 (SRD) and Deliverable 3.3 (Requirements Traceability Matrix and Report). The design shall be documented in the JOC System Design Document and include the following considerations:

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

- Functional Design. Consultant shall develop the functional design of each requirement listed on Deliverable 3.2 (SRD). The functional design shall include the requisite data fields, data flows, business logic, and user interface specifications.
- Customizations. If customizations are required to meet County's requirements, Consultant shall define the sustainable approach for JOC System customizations and identify all customizations. All customizations shall be part of the JOC System and are subject to the terms of this agreement throughout the Contract term.

3.4.1.1 Deliverable 4.1: JOC System Design Document

Consultant shall provide the JOC System Design Document as required in this Task 4.

3.5 TASK 5: JOC SYSTEM CONFIGURATION AND DEVELOPMENT

Upon County's approval of Deliverable 4.1 (JOC System Design Document), Consultant shall provision, set up, configure, and customize (when applicable) the JOC System per Deliverable 4.1 (JOC System Design Document).

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

3.5.1.1 Deliverable 5.1: Working System, configured based on the JOC System Design Document.

Consultant shall deliver the configured system as required in this Task 5.

3.6 TASK 6: JOC SYSTEM TESTING

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

Consultant shall:

1. Develop a detailed test plan that defines the approach to testing, including methodologies, techniques, and tools to be used and, at minimum, shall include the following:
 - a. Functional testing, addressing all requirements listed in Deliverable 3.2.1 (System Requirements Document).
 - b. Stress testing, measuring system performance under heavy usage to validate meeting performance targets. Consultant shall perform performance analysis and

- tuning until performance targets are met or as agreed to by County.
- c. User Acceptance Testing (UAT), describing the use cases and UAT processes. Consultant shall collaborate with County to define the use cases for each user type.
- d. Testing environments with a description and purpose for each environment (test and production, etc.). Consultant shall provide testing environments unless stated otherwise by County.
- e. Test tools that will be utilized. Consultant shall provide all testing tools unless stated otherwise by County.
- f. Test participants and their roles during the test process.
- g. Test schedule, detailing the timeline for performing the tests, aligned to the project schedule.
- h. Reporting and issue resolution process, which describes how issues will be reported and resolved.
- i. Exit criteria that must be met before testing can be considered complete to proceed with Task 8: Implementation and Go-Live. Consultant shall collaborate with County to define the exit criteria.
- 2. Prepare and provide all materials needed to conduct testing, such as test scripts, tools, and environments.
- 3. Execute the test plan.
- 4. Document and present all test results in a report to County that shall include, but not be limited to, the following:
 - a. Functional, stress, and user acceptance test results indicating successful completion of all tests.
 - b. Test issue and resolution logs.

Deliverable 6.1: Test Plan, as required in this Task 6.

Deliverable 6.2: Test Materials. Consultant shall deliver test scripts, test tools, and test environment.

Deliverable 6.3: Test Completion Report, as required in this Task 6.

3.7 TASK 7: TRAINING

Consultant shall deliver training to all JOC System Users and provide knowledge transfer to designated County staff. Consultant shall:

- Develop a detailed User Training Plan identifying the strategy and approach for training all System Users. The User Training Plan shall include, but not be limited to, the following:
 - Training topics.

- List of all training materials that will be developed and delivered. All training materials shall reflect the configurations and workflows specific to the County.
- Training methods such as classroom or instructor-led training, self-paced computer-based training, and/or online or e-learning/webinars.
- Training schedule.
- Develop and deliver all training materials necessary to conduct user training.
- Conduct training for all JOC System Users.
- Prepare a Monitoring and Operations Guide, which includes practices specific to County's configurations and workflows for JOC System Administrators to monitor and operate the System effectively.

Deliverable 7.1: Training Plan, as required in this Task 7.

Deliverable 7.2: Training Materials (hardcopy and electronic formats), as required in this Task 7.

Deliverable 7.3: Training Log, listing the dates and attendees in which training was provided.

Deliverable 7.4: Monitoring and Operations Guide, as required in this Task 7.

3.8 TASK 8: IMPLEMENTATION AND GO-LIVE

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

- Meet with County to identify Go-Live requirements and constraints and develop a detailed Go-Live Plan which identifies the steps and activities to deploy the JOC System to all System Users for live, production use. The Go-Live Plan shall include, but is not limited to, the following:
 - Go-Live team and responsibilities.
 - Go-Live schedule with dates and times for each Go-Live activity.
 - Pre-Go-Live Activities, outlining all tasks that need to be completed before Go-Live.
 - Go-Live Methodology, including the rationale behind the chosen methodology.
 - Communication plan such as notification to System Users, stakeholders, and support teams.
 - Backup, rollback procedures, and decision points in case critical issues are encountered during the Go-Live process.
 - Post-Go-Live activities immediately following Go-Live such as monitoring system performance and post-Go-Live testing.

- Conduct a minimum of three (3) Go-Live simulations. After each Go-Live simulation, Consultant shall prepare, submit, and review a simulation report with County, which summarizes the outcome of the Go-Live simulation and includes information such as observations, issues encountered, resolutions applied, and lessons learned. Consultant shall adjust the Go-Live Plan based on lessons learned from each simulation.
- Execute the Go-Live Plan.
- Immediately following the Go-Live, Consultant shall submit a Go-Live Completion report and conduct a Post-Go-Live review with County to assess the success of the Go-Live. The Go-Live report shall include, but not be limited to, the following:
 - Activities completed.
 - Outcomes.
 - Observations during the Go-Live process.
 - Follow-up actions or steps to be taken post-Go-Live.

Deliverable 8.1: Go-Live Plan, as described in this Task 8.

Deliverable 8.2: Three (3) Go-Live Simulation Reports, as described in this task 8.

Deliverable 8.3: Go-Live Completion Report, as described in this Task 8.

Deliverable 8.4: Final Acceptance Certification

Consultant shall provide the Final Acceptance Certification, certifying: (i) successful completion of implementation and that Consultant has completed all work necessary for the JOC System to be available for Production Use by all Users; (ii) Deficiencies identified by Consultant or County during Phase 1 (JOC System) have been corrected by Consultant in accordance with this SOS; (iii) corrections of such Deficiencies have been approved by County's Project Director; (iv) following County's Project Director's approval of all such corrections, the JOC System has performed for thirty (30) consecutive days in compliance with the Specifications, including all performance requirements and (v) providing a technical requirements validation report confirming that all technical requirements described in Exhibit A.1 (System Requirements) were verified in the production environment and accepted by the County's IT Staff. The Certification shall also document the review with County of Deliverable 8.3 (Go-Live Completion Report), including agenda, attendees, action items and supporting documentation.

County requires thirty (30) days to approve this Deliverable 8.4. County approval of this Deliverable 8.4 shall signify Final Acceptance of the JOC System by County.

Consultant shall provide an updated PCD, Requirements Traceability

Matrix, JOC System Training Plans, and any other applicable documents.

3.9 TASK 9: CONTRACT DISCREPANCY REPORT (EXHIBIT A.4)

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

The County Contract Project Director will determine whether a formal Contract Discrepancy Report in the form attached hereto as Exhibit A.4 shall be issued. Upon receipt of this document, the Consultant is required to respond in writing to the County Contract Project Director within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Director within five (5) business days.

3.9.1 Subtask 9.1: Adherence to Contract Discrepancy Report

Consultant is responsible for the resolution of all discrepancies as listed in the Contract Discrepancy Report (CDR).

3.9.1.1 Deliverable 9.1: Contract Discrepancy Report

Consultant shall respond to the CDR with its action plan.

3.9.1.2 Deliverable 9.2: Contract Discrepancy Report Update

Consultant shall consult County to update the CDR as it remedies the discrepancy and/or modify the CDR accordingly.

3.9.1.3 Deliverable 9.3: Contract Discrepancy Report Completion

Consultant shall comply with the CDR to complete the discrepancy.

3.10 TASK 10: OUTGOING TRANSITION SERVICES

The objective of this task is to provide County with the services required to successfully transition the System to another product/platform or new provider and ensure there will be continuity in service as the System transitions to the new platform or service provider.

The Contractor shall provide the following transition services, to either transition the County's data to another product, or the hosting platform to a new provider, in the event: (1) the proposed Agreement term has ended; or (2) the Contractor is in default of any obligation and requirement or the Contractor's work or performance is determined by the County to be defective, sub-standard, or if audit exceptions are identified, and the County finds the Contractor in breach of contract.

The required transition services include:

1. Complete a thorough assessment of the status and priority of all:
 - a. Current work activities;
 - b. Risks and issues;
 - c. Deliverables;
 - d. Configuration;
 - e. Integrations;
 - f. Development items;
 - g. Environments;
 - h. Staffing.
2. Develop, in cooperation with the County, the Outgoing Transition Services Plan that will guide the transfer of responsibilities and work activities. The Outgoing Transition Services Plan will include, at a minimum:
 - a. Schedule;
 - b. Milestones;
 - c. Costs Impacts;
 - d. Work Activities;
 - e. Assigned Personnel;
 - f. Completion Criteria for all Items in the Assessment.

Furthermore, to the extent that transition services are required for any mandatory or optional hosting elements described in the Scope of Work, the Contractor shall provide relevant transition services to support the move from the existing hosting environment to another hosting environment or County facility, as appropriate.

Contractor shall carry out the activities described in Task 10. Deliverables shall be reviewed and approved, in writing, by the County Project Manager and County Project Director.

3.10.1.1 Deliverable 10.1: Outgoing Transition Services Plan

Contractor will provide the Outgoing Transition Services

Plan as required in this Task 10.

3.10.1.2 Deliverable 10.2: Transition Services

Contractor will provide the Transition Services as required in this Task 10.

4.0 DELIVERABLE SUMMARY

This Section 4 provides a summary of all Deliverables for Phase 1 (JOC System) as detailed in the sections above. County requirements for due dates are specified. As part of Consultant's Project Schedule, Consultant shall provide a proposed schedule for the submission of all Deliverables to County in accordance with County requirements.

PHASE 1 (JOC SYSTEM) DELIVERABLES:

Table 1: Deliverables for Task 1 – Project Administration

Del. #	Para.	Deliverable Name	Due Date
1.1	3.1.1.1	Project Control Document (PCD)	Effective Date + 30 days
1.2	3.1.1.2	Incoming Orientation Plans	Effective Date + 90 days
1.3	3.1.2.1	Ongoing Project Administration	In PCD

Table 2: Deliverables for Task 2 – Price Catalog and Technical Specifications

Del. #	Para.	Deliverable Name	Due Date
2.1	3.3.1.1	Price Catalog and Technical Specifications	TBD
2.2	3.2.2.1	Consultant shall provide Contracting Entity all supporting data for verification and validation of the Price Catalog and Technical Specifications for sample projects conducted during the analysis and verification process conducted by the Contracting Entity.	TBD

Table 3: Deliverables for Task 3 – Requirements Verification and Analysis

Del. #	Para.	Deliverable Name	Due Date
3.1	3.3.1.1	Requirements Verification Schedule	In PCD
3.2	3.3.2.1	System Requirements Document (SRD)	In PCD

3.3	3.3.2.2	Requirements Traceability Matrix and Report	In PCD
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Table 4: Deliverable for Task 4 – JOC System Design

Del. #	Para.	Deliverable Name	Due Date
4.1	3.4.1.1	JOC System Design Document	In PCD

Table 5: Deliverables for Task 5 – JOC System Configuration and Development

Del. #	Para.	Deliverable Name	Due Date
5.1	3.5.1.1	Working System, configured based on the JOC System Design Document	In PCD

Table 6: Deliverables for Task 6 – JOC System Testing

Del. #	Para.	Deliverable Name	Due Date
6.1	3.6	Test Plan	In PCD
6.2	3.6	Test Materials	In PCD
6.3	3.6	Test Completion Report	In PCD

Table 7: Deliverables for Task 7 – Training

Del. #	Para.	Deliverable Name	Due Date
7.1.	3.7	Training Plan	In PCD
7.2	3.7	Training Materials	In PCD
7.3	3.7	Training Log	In PCD
7.4	3.7	Monitoring and Operations Guide	In PCD

Table 8: Deliverables for Task 8 – Implementation and Go-Live

Del. #	Para.	Deliverable Name	Due Date
8.1	3.8	Go-Live Plan	In PCD
8.2	3.8	Three (3) Go-Live Simulation Reports	In PCD
8.3	3.8	Go-Live Completion Report	In PCD

8.4	3.8	Final Acceptance Certification	In PCD
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Table 9: Deliverables for Task 9 – Contract Discrepancy Report

Del. #	Para.	Deliverable Name	Due Date
9.1	3.9.1.1	Contract Discrepancy Report	Completion of Task 9
9.2	3.9.1.2	Contract Discrepancy Report Update	Completion of Task 9
9.3	3.9.1.3	Contract Discrepancy Report Completion	Completion of Task 9

Table 10: Outgoing Transition Services Plan

Del. #	Para.	Deliverable Name	Due Date
10.1	3.10.1.1	Outgoing Transition Services Plan	In PCD
10.2	3.10.1.2	Transition Services	In PCD

5.0 **PHASE II SUPPORT SERVICES**

5.1 Support Staff

Consultant shall provide Support Staff that will be fully responsible for assisting the Contracting Entity with use of the Price Catalog, and Technical Specifications and JOC System. Support Staff shall, during the term of the Agreement, report directly to the Contracting Entity at its designated premises during the hours of 6:45 a.m. to 5:30 p.m., Pacific Time, Monday – Thursday. Support Staff shall be available to assist Contracting Entity, 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, Consultant shall provide 24-hour email and phone support service include off hours and weekends, 365 days per year, so that complaints, problems or inquiries can be received at all times. County Entities reserves the right to request additional staff from the Consultant to ensure that work is completed in a timely manner.

The Support Staff shall meet the following requirements:

1. Support Staff shall act as a central point of contact with Contracting Entity 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 Consultant on all matters relating to the daily operation of the System, Price Catalog and Technical Specifications, and JOC Program.
3. Support Staff must be able to effectively communicate in English both orally and in writing.
4. Support Staff shall support the Contracting Entity's JOC program with training in the areas specified by the Contracting Entity.
5. Provide a "hands on" training program to include a comprehensive training/reference manual with sample work orders, flow charts, and forms. Conduct as many training courses as required to ensure that Contracting Entity staff is fully trained to use the web hosted software, Price Catalog, and Technical Specifications. The Consultant will provide training on an as-needed basis for County employees, Contractors, and third-party cost estimators. The training courses shall include practical exercises that will be based on actual Contracting Entity projects. The JOC training program, comprised of multiple training sessions, shall be structured to the specific needs of the audience. The training courses will stress practical application of the concept and contracts and shall include the following:
 - A. Project identification and development
 - B. Joint scope meetings
 - C. Project scope development
 - D. Proposal development and preparation
 - E. Proposal review and variance resolution
 - F. Process of adding non-pre-priced items
6. Assist with interpretation of the Price Catalog.
7. Resolve Price Catalog issues.
8. Manage revisions to the Price Catalog, including, but not limited to, request for new line items, verifying pricing and adding the items to the unit price book via the non-pre-price amendment.
9. Support Staff shall attend and facilitate Contracting Entity's JOC program meetings on an as needed basis. Such meetings shall include but not be limited to the following:
 - A. At request of Contracting Entity, prepare and conduct orientation briefings for client departments and other interested parties.

- B. Attend appropriate Contracting Entity meetings and conferences as requested by Contracting Entity.
 - C. Coordinate the JOC program with various Contracting Entity Departments as well as other Local, State, Federal agencies as requested by the Contracting Entity.
 - D. Organize and manage a series of conferences to promulgate general operating and organizational concepts.
 - E. Conduct informational seminars for local groups, as requested.
10. At the Contracting Entity's request, Support Staff shall assist with developing and implementing the Contracting Entity's JOC Program policies and procedures which shall include but not be limited to the following:
- A. Assist Contracting Entity in developing draft internal procedures and policies for the JOC Program. These procedures shall incorporate all applicable Federal, State and County laws, regulations and policies, including those of FEMA.
 - B. Document the final JOC execution procedures and policies.
 - C. Assist Contracting Entity in incorporating appropriate safeguards into the execution procedures for the prevention of fraud, waste, and abuse.
 - D. Coordinate the proposed execution of policies and procedures with Federal and State officials, when appropriate.
 - E. Assist with preparing reports regarding the JOC program.
11. At the Contracting Entity's request, Support Staff shall assist with monitoring and managing the performance of the JOC program which shall include, but not be limited to, the following:
- A. Monitor program performance, as requested
 - B. Identify and consult on major program issues
 - C. Integrate successful experiences from other agencies using JOC Conduct annual on-site reviews of the JOC Program, as requested
 - D. Prepare program evaluations, as requested
 - E. Assist the Contracting Entity in conducting periodic reviews of the concepts, performance and effectiveness of the JOC Program.
 - F. Develop documentation and statistics regarding elements of the concepts execution. Document this information for senior management review and evaluation.

12. At the Contracting Entity's request, Support Staff shall assist with bidding new JOC contracts, which shall include but not be limited to the following:
 - A. Conduct pre-bid meetings with potential Consultants.
 - B. Assist with bid review and JOC Consultant selection, as requested.
 - C. Provide JOC specification packets and bid forms in a form as requested by the Contracting Entity.
13. 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.
14. Consultant shall assign adequate staffing and resources to provide the scope of services under this agreement. Should the demand for services by the County Entities increase, the number of Consultants staff may increase, without additional compensation from the County. Resumes of Consultant's staff shall be reviewed and approved by the Contracting Entity.
15. Consultant shall be required to background check their On-Site Support Staff employee(s) as set forth in Article 18, Consultant employee Criminal Background Investigation, of the Agreement.
16. The purchase of all materials/equipment to provide the needed services is the responsibility of the Consultant. Consultant shall use materials and equipment that are safe for the environment and safe for use by employees.
17. Consultant shall provide the Support Services as outlined in this Section. If applicable, the Contracting Entity shall monitor the daily attendance and activities of the On-Site Support Staff.
18. When needed and requested, the Consultant shall provide technical and administrative support staff on the Contracting Entity's premises to assist in implementing its JOC Program.

5.2 Maintenance Services

Consultant shall provide maintenance and continued management and operation services for the JOC System at the start of the Effective Date of this Contract and throughout the Term of the Agreement, as described herein ("Maintenance Services"), at no additional cost:

1. JOC System Performance Requirements:

Consultant represents, warrants, covenants and agrees that: (a) the JOC System shall meet the System Availability requirements as further specified herein; and (b) the JOC 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 purpose of the correction of Deficiencies and other Contracting Entity 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 point six percent (99.6%)
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:

System Availability

System Availability shall be calculated as follows:

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

Response Time Monitoring

Consultant shall implement and maintain a method to monitor Response Time. In the event Contracting Entity reports any Response Time Deficiency in any month, Consultant 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. Consultant shall provide Contracting Entity a written report with respect to the month summarizing the results of Consultant's Response Time monitoring.

REMEDIES

General

Credits shall accrue for Unscheduled Downtime in accordance with the Service Credits set forth in Section 5.2 below, including Consultant's 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 JOC System has a Deficiency that is unresolved by Consultant, excluding Scheduled Downtime.

Service Credits

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

a. 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. Consultant shall provide all goods, services and other work necessary in order to maintain the JOC System to ensure performance in accordance with the requirements of this Contract. As part of Maintenance Services, Consultant shall (a) correct any and all errors, including compatibility issues among JOC System components themselves and/or among JOC System components (b) provide updates and version releases to the JOC System, (c) provide operational support for the JOC System, and (d) provide training, training materials and other implementation support for JOC System updates and version releases. Consultant shall provide Contracting Entity 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. Consultant shall provide continued provision of Contracting

Entity requested customizations and enhancements to the JOC System (e.g., work associated with developing functional improvements of the JOC System and work associated with development of new application functionality and major enhancements of the JOC System as a result of changes in Contracting Entity/program requirements). Consultant shall provide Contracting Entity 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 Consultant's use of its own tools or as discovered by Contracting Entity or Consultant. Upon discovery of an Error by Contracting Entity, Contracting Entity will report the Error to Consultant's Help Desk or otherwise during Support Hours via telephone or as otherwise directed in writing by Consultant for resolution in accordance with Contract. If an Error of Severity Level 1 or 2 is identified by Consultant, Consultant shall notify Contracting Entity at the first available opportunity during Contracting Entity's business day.

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

B. Error Level Definitions

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

Table 1.0

Description of Error	Resolution Time Requirement (subject to escalation by CONTRACTING ENTITY)
Widespread JOC System unavailability; or Error disrupts functionality to the extent the JOC System cannot be used.	SEVERITY LEVEL 1: CRITICAL Two (2) hour, beginning when Contracting Entity reports the Error to Consultant or upon discovery of Error by Consultant, whichever occurs first.
A problem that severely degrades the performance of the JOC System or materially restricts business; or restricts the use of one or more features of the JOC System to perform necessary business functions but does not completely restrict usage of the JOC System; or ability to use the JOC System, but an important function is not available and operations are severely impacted.	SEVERITY LEVEL 2: SEVERE Eight (8) hours, beginning when Contracting Entity reports the Error to Consultant or upon discovery of Error by Consultant, whichever occurs first.
A problem that causes only a minor impact on the use of the JOC 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 Contracting Entity reports Error to Consultant or upon discovery of Error by Consultant, whichever occurs first.
Cosmetic defects that do not affect the functionality, but affect the general look and feel of the JOC System.	SEVERITY LEVEL 4: COSMETIC Earlier of (a) the next Version Release or (b) within twelve (12) months of when Contracting Entity reports Error to Consultant or upon discovery of Error by Consultant, whichever occurs first.

C. Resolution of Errors

Consultant shall either resolve or escalate an Error reported by Contracting Entity in accordance with the time frames set forth above.

D. Escalation

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

E. Resolution

Consultant 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 Contracting Entity notifies Consultant of such Error by telephone or otherwise, or upon discovery of Error by Consultant, whichever occurs first, and shall end when Consultant submits resolution of such Error to Contracting Entity for approval thereof, provided such resolution is thereafter so approved by Contracting Entity without prior rejection by Contracting Entity or significant delay in Contracting Entity's approval thereof.

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

Consultant shall assign a Consultant technical support team member to diagnose and determine the course of action to resolve Errors. Consultant shall maintain ongoing communication with Contracting Entity regarding the status of correction of all Errors reported or discovered. In addition, Contracting Entity may contact Consultant 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, Contracting Entity shall assess a Five Thousand Dollar (\$5,000) credit per day until the Error is successfully resolved.

Deliverable Consultant shall provide the Maintenance Services as outlined in this Section to the satisfaction of the Contracting Entity.

5.3 Optional Services

If requested in writing by the County and mutually agreed upon, the Contractor shall provide Optional Work to the County, provided sufficient funds are available for such Optional Work. Optional Work may include Proposal Reviews, customizations, integrations, migration, or additional subscription services. The products of Optional Work may become part of the System, as applicable, and shall be subject to the County's written approval in accordance with the terms of the Contract.

Upon the County's request, the Contractor shall submit to the County for approval a not-to-exceed Maximum Fixed Price (based on the Firm Fixed Hourly Rate in Form PW-2) and a proposed scope of services for Optional Work.

Service Organization Control (SOC) 2 Type 2 Report

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

EXHIBIT A.1

FUNCTIONAL AND TECHNICAL REQUIREMENTS

FUNCTIONAL REQUIREMENTS RESPONSE FORM

Proposer Name: FACILITY OPTIMIZATION SOLUTIONS, LLC 2.1 General Functional Requirements 2.1.1 General Processing							
Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
1	The JOC Software shall be user-friendly, including in presentation, navigation, and other ease of use features.	X					
2	The JOC Software shall provide an electronic contract record with access to both current and historical JOC Software data.	X					
3	The JOC Software shall provide rules based on data entry to prevent duplication and inconsistencies in JOC Software data.	X					
4	The JOC Software shall provide field-level and cross-field validation upon completion of data entry by user and immediately display appropriate corrective instructions for the related field.	X					
5	The JOC Software shall provide screen-level validation and display a summary list of corrective instructions for each field with erroneous data for the entire screen.	X					
6	The JOC Software shall perform batch processing updates without affecting the performance of the JOC Software.	X					
7	The JOC Software shall allow real-time access to all contract records, based on Contracting Entity- specified delegated authority.	X					
8	The JOC Software shall support online real-time processes.	X					
9	The JOC Software shall provide the ability for Contracting Entity-specified users to send broadcast messages to all users or groups of users.	X					
10	The JOC Software shall provide the ability to send email notifications and/or notes to users and other designated recipients based on business rules.	X					
11	The JOC Software shall have search capabilities across multiple displays, reports, contract, and project types.	X					

2.1 General Functional Requirements

2.1.2 Display

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
12	The JOC Software shall provide an efficient pathway to view detailed JOC Software contract data from summary screens.	X					
13	The JOC Software shall include the ability to present multiple views of contract information, depending on the roles and responsibilities of the Contracting Entity-specified user and Construction Contractor user.	X					

2.1 General Functional Requirements

2.1.3 Navigation

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
14	The JOC Software, upon logon by a Contracting Entity-specified user, shall direct the user to a "home page" specific to the User Identification (ID), which includes the following features:						Answers provided below.
a	Links to the JOC Software broadcasts and announcements, including counts of read and unread broadcasts and announcements;	X					
b	Links to "reminders" or "ticklers" for work that is pending on the User's caseload, including counts of "reminders" or "ticklers";	X					
15	The JOC Software, 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:						Answers provided below.
a	Links to available JOC Contract	X					
b	Links to available Project	X					

	c Links to available Proposal	X						
16	The JOC Software shall include automated or guided processes that will enable a Contracting Entity-specified user and Construction Contractor user to easily enter required information and guide the user through the appropriate screens based on the input of JOC Software data for processes, including:							Answers provided below.
	a JOC Contract Management	X						
	b Construction Contractor Management	X						
	c Project, RFP, and NTP Management	X						
	d Proposal Submission and Review	X						
17	The JOC Software shall visually identify mandatory fields on each screen, as appropriate.	X						
18	The JOC Software shall provide Contracting Entity-specified users and Construction Contractor users with a way to view a listing of screens that have been designated as required screens.	X						

2.1 General Functional Requirements

2.1.4 Local Printing

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
19	The JOC Software shall allow Contracting Entities specified users and Construction Contractor users to print Contracting Entity-specified contract information, including:						Answers provided below.
	a A detailed version of the Contract information;	X					
	b A summary version of the Contract information;	X					
	c A detailed version of the Project information;	X					
	d A summary version of the Project information;	X					
	e A detailed version of the Proposal information;	X					
	f A summary version of the Proposal information;	X					
	g NTP;	X					

	h RFP;	X						
	i Time Extension	X						
20	The JOC Software shall allow Contracting Entity-specified users to reprint documents for Construction Contractors in the same form and format, with appropriate dates, as when the documents were initially issued to the contractor.	X						
2.2 JOC Contract Management 2.2.1 JOC Contracts								
Functional Requirement Response Form Matrix		Solution to Requirement						
		Available	Alternative	Customization	Enhancement	Not Available	Comments	
21	The JOC Software shall have the ability to administer JOC Contracts.	X						
22	The JOC Software shall provide the ability to track at a minimum, the following information for JOC Contracts:						Answers provided below.	
a	Contracting Entity-issued Identifier (ID) JOC#	X						
b	Contracting Entity-issued Identifier (ID) PW#	X						
c	Construction Contractor	X						
d	Type of Contract (General, Special, OSHPD etc)	X						
e	Construction Contractor Factor	X						
f	Contract Value Amount	X						
g	Contract Expiration Date	X						
h	Contract Award Date	X						
23	The JOC Software shall have logic to prevent duplicate JOC Contracts.	X						
24	The JOC Software shall provide the ability to associate a specific issue/dated version of a JOC Book. The book will remain static for the duration of the contract period.	X						
25	The JOC Software shall allow Contracting Entities specified users the ability to manually add a JOC Contract.	X						
26	The JOC Software shall allow JOC Contract information to be reported electronically by authorized users at multiple locations.	X						

27	The JOC Software shall automatically calculate and display the remaining Contract Value.	X						
28	The JOC Software shall provide the ability to attach relevant JOC Contract documents and images.	X						
29	The JOC Software shall automatically assign unique contract number to a JOC Contract based on Contracting Entity-specified rules.	X						
30	The JOC Software shall provide the ability to track additional Contract information that may result from a change in business process.	X						
31	The JOC Software shall provide the ability to track project closeout dates and the ability to attach relevant JOC closeout documents.	X						

2.3 Construction Contractor Management

2.3.1 Construction Contractors

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
32	The JOC Software shall have the ability to administer Construction Contractors.	X					
33	The JOC Software shall provide the ability to track at a minimum, the following information for Construction Contractors:						Answers provided below.
a	Company Name	X					
b	Contact Name	X					
c	Phone Number	X					
d	Email	X					
e	Contracting Entity-issued Vendor ID	X					
f	Address	X					
g	Contractor Status	X					
34	The JOC Software shall allow Contracting Entity-specified users the ability to manually add a Construction Contractor, and allow Construction Contractors to input their own information if permitted by the Contracting Entity.	X					
35	The JOC Software shall have logic to prevent duplicate Construction Contractors.	X					

36	The JOC Software shall provide the ability for designated users to search for Contractors.	X						
2.4 Project Management 2.4.1 Project Initialization								
Functional Requirement Response Form Matrix		Solution to Requirement					Comments	
		Available	Alternative	Customization	Enhancement	Not Available		
37	The JOC Software shall have the ability to add and administer Projects.	X						
38	The JOC Software shall provide the ability to associate multiple Projects to a JOC Contract.	X						
39	The JOC Software shall provide the ability to track, at a minimum, the following information for Projects						Answers provided below.	
a	Project Name	X						
b	Contracting Entity-issued Identifier (ID) Project ID	X						
c	Contracting Entity-issued Identifier (ID) PCS ID	X						
d	Supervisory Districts (1, 2, 3, 4, 5)	X						
e	Client Departments	X						
f	Board Approval Date	X						
g	Project Manager Name	X						
h	Project Budget	X						
i	Project Balance	X						
j	Project Status	X						
k	Preliminary Statement of Work	X						
l	Facility Name	X						
m	Facility Location/Address	X						
n	Cost Accounting Identifier	X						
o	Proposed Work Duration	X						
40	The JOC Software shall provide the ability to attach relevant Project documents and images e.g. pdf, and microsoft office formats.	X						

41	The JOC Software shall provide the ability to track additional Project information that may result from change in business process.	X						

2.4 Project Management
2.4.2 Project Numbering

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
42	The JOC Software shall automatically assign unique contract number to a Project based on Contracting Entity-specified rules.	X					
43	The JOC Software shall provide unique Project numbering schema based on Contracting Entity-specified rules.	X					
44	Describe how Projects roll-up	X					
45	Describe Project minor version number system	X					

2.4 Project Management
2.4.3 Site Walk-Through

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
46	The JOC Software shall have the ability for Contracting Entity-specified users to input and track the Proposed Statement of Work.	X					
47	The JOC Software shall provide the ability to track the Site Walk-Through date.	X					

2.4 Project Management
2.4.4 Request for Proposal

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
48	The JOC Software shall have the ability to generate a RFP based on a Contracting Entity-specified template.	X					
49	The JOC Software shall provide the ability to download an RFP to MS Office Word format and Adobe PDF format in Contracting Entity-specified versions.	X					
50	The JOC Software shall have the ability for Contracting Entity-specified users to track the RFP Due Date.	X					
51	The JOC Software shall have the ability for Contracting Entity-specified users to track the RFP Issue Date.	X					
52	The JOC Software shall have the ability for Contracting Entity-specified users to update the RFP template.	X					
53	The JOC Software shall have the ability for Contracting Entity-specified users to generate a Credit RFP.	X					

2.4 Project Management

2.4.5 Notice to Proceed and Project Execution

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
54	The JOC Software shall generate a NTP based on a Contracting Entity-specified template.	X					
55	The JOC Software shall provide the ability to download a NTP to standard MS Office Word format and Adobe PDF format.	X					
56	The JOC Software shall have the ability for Contracting Entity-specified users to update the NTP template.	X					

57	The JOC Software shall have the ability for Contracting Entity-specified users track the Final Statement of Work.	X						
58	The JOC Software shall have the ability for Contracting Entity-specified users to issue a time extension by tracking the Project's original due date and new due date.	X						
59	The JOC Software shall provide the ability to track the following information for Projects:							Answers provided below.
a	Initial Proposal Amount	X						
b	Final Proposal Amount	X						
c	Proposal Count	X						
d	Proposal Approval Date	X						
e	Project Due Date	X						
f	Issued Amount	X						
g	Issue Date	X						
h	Construction Start Date	X						
i	Adjusted Project Due Date	X						
j	Substantial Completion Date	X						
k	Cost Estimate Value	X						
	Signing Authority	X						
60	The JOC Software shall have the ability for Contracting Entity-specified users to generate a Credit NTP.	X						
2.4 Project Management 2.4.6 Project Completion								
Functional Requirement Response Form Matrix		Solution to Requirement						
		Available	Alternative	Customization	Enhancement	Not Available	Comments	
61	The JOC Software shall provide the ability to track the following information:						Answers provided below.	
a	Construction End Date	X						
b	Work Order Acceptance Date	X						

62	The JOC Software shall calculate and display the percentage change in initial proposal amount and final amount.	X						
63	The JOC Software shall provide the ability to cancel a Project.	X						
2.5 Proposal Submission and Review								
2.5.1 General Requirements								
Functional Requirement Response Form Matrix		Solution to Requirement						
		Available	Alternative	Customization	Enhancement	Not Available	Comments	
64	The JOC Software shall base proposals on specific issue/dated version of the JOC Book identified in the JOC Contract.	X						
65	The JOC Software shall base proposals on a Bid Factor identified in the JOC Contract.	X						
66	The JOC Software shall automatically compute the Proposal Total.	X						
67	The JOC Software shall capture the date, time, JOC unit price book used and time zone a Proposal was created.	X						
68	The JOC Software shall capture the date, time, and time zone of any change in the Proposal.	X						
69	The JOC Software shall capture the date, time, and time zone a Proposal was submitted.	X						
70	The JOC Software shall capture the date, time, and time zone a Proposal was re-submitted.	X						
71	The JOC Software shall capture the date, time, and time zone a Proposal was approved.	X						
72	The JOC Software shall capture the date, time, and time zone a Proposal that was returned.	X						
73	The JOC Software shall capture the use information when a Proposal was created, changed, submitted, re-submitted, approved, and returned.	X						
74	The JOC Software shall allow an unlimited number of submittals, revisions, and resubmittals.	X						

2.5 Proposal Submission and Review
2.5.2 Construction Contractors

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
75	The JOC Software shall allow Construction Contractors to easily search and identify items from the JOC Book to the Proposal (e.g. item description or CSI number).	X					
76	The JOC Software shall provide the ability for Construction Contractors to select and add an item from the JOC Book to the Proposal and track, at a minimum, the following information:						Answers provided below.
a	Description	X					
b	Category	X					
c	CSI Number	X					
d	Unit of Measure	X					
e	Quantity	X					
f	Unit Price	X					
g	Bid Factor	X					
h	Contractor Note	X					
77	The JOC Software shall automatically compute the line item total.	X					
78	The JOC Software shall automatically compute the Proposal Total.	X					
79	The JOC Software shall provide the Construction Contractor a summary version of the Proposal information.	X					
80	The JOC Software shall provide the ability to submit a Credit Proposal.	X					
81	The JOC Software shall notify the Construction Contractor that a Project is available for Proposal submittal.	X					
82	The JOC Software shall notify the Construction Contractor that a Proposal is available to be revised and resubmitted.	X					
83	The JOC Software shall make available the initial Proposal and all subsequent resubmittals for review.	X					

2.5 Proposal Submission and Review 2.5.3 Contracting Entity-Specified Users									
Functional Requirement Response Form Matrix			Solution to Requirement						
			Available	Alternative	Customization	Enhancement	Not Available	Comments	
84	The JOC Software shall notify Contracting Entity specified users that a Proposal is available for review.		X						
85	The JOC Software shall notify Contracting Entity specified users that a Proposal has been resubmitted.		X						
86	The JOC Software shall provide the ability for Contracting Entity-specified users to add a note for each line item.		X						
87	The JOC Software shall provide the following features for Contracting Entity-specified user Notes:		X						
a	Ability to see notes in chronological order reverse chronological order;		X						
b	Ability to print notes		X						
c	Ability to assign Contracting Entity-defined note types;		X						
d	Ability to view and scroll through all notes		X						
e	Search engine within notes (by date, type, key words, etc.);		X						
f	Ability to protect some notes from view (role based security);		X						
g	Ability to spell check a note		X						
88	The JOC Software shall provide the ability for Contracting Entity-specified users to return a Proposal for adjustments.		X						
89	The JOC Software shall provide Contracting Entity specified users a summary version of the Proposal information.		X						
90	The JOC Software shall provide Contracting Entity specified users a summary version of the Proposal information.		X						
91	The JOC Software shall provide Contracting Entity specified users the ability to final approve a Proposal.		X						

92	The JOC Software shall provide Contracting Entity specified users the ability to compare the differences between two submittals (e.g., compare the initial and final submittal).	X						
2.6 Reporting 2.6.1 General								
Functional Requirement Response Form Matrix		Solution to Requirement						
		Available	Alternative	Customization	Enhancement	Not Available	Comments	
93	The JOC Software shall provide a list of standard reports specified by the Contracting Entity including, at a minimum:						Answers provided below.	
a	JOC Management Tracking Report	X						
b	Monthly NTP's Issued Report	X						
c	Local Small Business Enterprise Subcontractor Participation Report	X						
d	JOC Notice to Proceed Issue	X						
94	The JOC Software shall maintain the JOC Software data necessary to produce all Contracting Entity- required reports, including all Contracting Entity- specified standard reports and JOC Software data elements specified for ad hoc reports.	X						
95	The JOC Software shall support the accumulation of JOC Software data over time for daily, weekly, monthly, quarterly, annual, fiscal, as of, and time period reports.	X						
96	The JOC Software shall maintain online descriptions and definitions of each report that are easily accessible by Contracting Entity-specified users.	X						
97	The JOC Software shall produce reports that include a clear identification of the report run date, "as of" date, period of JOC Software data date, and print date.	X						
98	The JOC Software shall include flexible report sorting capability.	X						
99	The JOC Software shall support all reports required by federal, State, and local laws, rules, regulations, ordinances, guidelines, directives, policies and procedures, including statistical, operational, workload, and fiscal reports.	X						

100	The JOC Software shall provide the ability to download reports to standard MS Office formats (Excel, Word), Text file format, Adobe PDF format, etc.	X					
101	The JOC Software shall produce several types of reports which support all levels of staff in managing their particular workloads, including management reports, State level reports, and ad hoc reports.	X					
102	The JOC Software shall include the ability to generate parameter-driven reports.	X					
103	The JOC Software shall, at the option of Contracting Entity-specified users, provide reports in electronic format (using Contracting Entity- specified version of the Microsoft Office Suite format) for further sorting and printing.	X					
104	The JOC Software shall provide report data in format that allows Contracting Entity-specified users to easily sort report data on all possible criteria.	X					
105	The JOC Software shall maintain report security for all users, including which report can be viewed or printed by each user or user group.	X					
106	The JOC Software shall include the ability to produce standard and ad hoc reports for any time period back to the commencement date of Countywide or Contracting Entity implementation of the JOC Software.	X					

2.6 Reporting

2.6.2 Ad hoc reporting

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
107	The JOC Software shall include an ad hoc capability that will allow Contracting Entity-specified users to generate both preformatted and free form reports with relative ease.		X		X		Currently FOS offers a concierge service where our reporting team generates required reports for the client, an optional enhancement would be an ad-hoc or user-generated system.
108	The JOC Software shall include ad hoc capabilities that are user-friendly but include the functionality necessary to produce the type of reports needed by Contracting Entity.		X		X		Via Concierge System
109	The JOC Software shall include the ability to request and format selected JOC Software Data using parameter-driven ad hoc reporting capabilities.		X		X		Via Concierge System

110	The JOC Software shall provide the ability to produce reports that are valued at a single point in time, multiple points in time, or display as the change between two points in time.	X						Via Concierge System
111	The JOC Software shall provide the ability to define new calculated fields to be used by the ad hoc report.	X						Via Concierge System
112	The JOC Software shall provide the ability to report by calendar year, fiscal year and/or policy year.	X						
113	The JOC Software shall provide the ability to drive down from reports.	X						
114	The JOC Software shall provide the ability to graph/chart the results of a report without downloading the results to another program.	X						
115	The JOC Software shall provide the ability to sort, filter, and group data in reports.	X						
116	The JOC Software shall provide the ability to download ad hoc reports to standard MS Office formats (Excel, Word), Text file format, Adobe PDF format, etc.	X						

2.7 Data Exports

2.7.1 Data Exports

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
117	The JOC Software shall provide the ability to export all JOC Software data.	X					
118	The JOC Software shall support online real-time data exports.	X					
119	The JOC Software shall provide the ability to export data through web services (e.g., SOAP or REST Application Programming Interface (API)).	X					
120	The JOC Software shall provide data exports in machine-readable format (e.g., XML, JSON, or CSV).	X					
121	The JOC Software shall include documentation that specifies the activities required to export data (e.g., authentication, all web service calls, data elements and associated values).	X					

TECHNICAL REQUIREMENTS RESPONSE FORM

3.1 General Requirements						
Technical Requirement Response Form		Response Code				Comments
		Available	Customizable	Not Available	Other	
1	The system shall be a fully managed solution hosted and supported by the Contractor (Vendor-Hosted).	X				
2	The system shall retain personal information as long as necessary and ensure it is deleted when no longer needed.	X				
3	The system shall provide program participants (system users) method for submission of a request to delete personal data.	X				
4	The system shall allow program participants (system users) to "opt-out" of the collection and storing of personal information.	X				
3.2 Access						
Technical Requirement Response Form		Response Code				Comments
		Available	Customizable	Not Available	Other	
5	The system shall provide Single Sign On (SSO) capability for County users using the County's Enterprise Identity & Access Management Directory (based upon Microsoft Azure Active Directory).	X				
6	The System shall provide the ability to define role-based access with different security groups.	X				
7	The System shall return generic errors messages to the client, to avoid disclosure of sensitive information (e.g., login failure, database error, application error).	X				
3.2 Data, Backup, and Recovery						
Technical Requirement Response Form		Response Code				

		Available	Customizable	Not Available	Other	Comments
8	The System shall provide the ability to automatically export all system data.	X				
9	All system data center(s) and backup/replication locations shall reside in the Continental United States.	X				
10	The System shall perform backups with no adverse effect on performance.	X				
11	At minimum, System data shall be backed up daily.	X				
12	The System data or portions of data shall be restored within 8 hours after request is made.	X				
13	The System shall ensure that all data from the past 6 months is backed up and accessible for retrieval purposes.	X				

3.2.3 Infrastructure and Hosting Environment

Technical Requirement Response Form		Response Code				Comments
		Available	Customizable	Not Available	Other	
14	The System shall keep all components updated with current antivirus, operating system, and security patches. (e.g. endpoint, host, network, application).	X				
15	The hosted environments shall implement security best practices and monitoring including: Host Intrusion Prevention (HIPS) and Detection (HIDS) system, Network Intrusion Prevention (NIPS) and Detection (NIDS) system, Web Application Firewall (WAF), Security Event and Information Management (SIEM), etc.	X				
16	The hosted environment shall be comprised of software that has been fully tested, integrated and is accessible to County users.	X				
17	The System shall be contained by a perimeter firewall to protect the network from external attacks.	X				

18	The System shall have physical access controls in place to ensure appropriate access to IT resources in the hosted environment.	X				
19	The System shall have measures to prevent the upload of unauthorized files (e.g., executable files).	X				
20	The System shall undergo periodic web application vulnerability testing/scanning (e.g., source code, run time).	X				
21	The System shall have separate physical and logical environments (e.g., development, quality assurance, user acceptance testing, staging, production, training environments).	X				
22	If the System requires significant integrations with County systems, the platform must use Microsoft Azure or Amazon AWS for hosting.	X				
23	Management access to Infrastructure and Hosting shall be secured by multi-factor authentication (MFA) and use Transport Layer Security (TLS) protocol (1.2 or higher) to ensure secure access.	X				

3.2.4 Performance and Availability

Technical Requirement Response Form		Response Code				Comments
		Available	Customizable	Not Available	Other	
24	The system environments shall operate on a 24x7x365 basis.	X				
25	System availability shall be ninety-nine percent (99.6%)	X				
26	The system shall have an average response time of two (3) seconds, as measured from the Hosted Environments.	X				

3.2.5 Compatability and Integration

Technical Requirement Response Form	Response Code
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		Available	Customizable	Not Available	Other	Comments
27	The system shall provide a secure web-based user interface accessible from any web browser (e.g., Edge, Chrome, Firefox, Safari) or from any device and shall not require plug-ins or additional installed software (e.g., Adobe Flash).	X				
28	The system shall provide a user interface that complies with recognized usability standards (e.g., the American Disabilities Act (http://www.ada.gov/), the Rehabilitation Act Section 508 (http://www.section508.gov/ , etc.).	X				
29	The System shall transmit data using secure protocols, such as sftp, ssh, https, TLS 1.2 or above, etc., or tunneled through an authenticated encrypted connection (e.g., VPN).	X				
30	All API integrations must utilize HTTPS with strong TLS (e.g., version 1.2 and above) configurations and incorporate unique, regularly rotated (e.g., two years or less) API keys for authentication.	X				
31	The system sending emails on behalf of Public Works (e.g., xxxxx@pw.lacounty.gov or xxxxx@dpw.lacounty.gov) or any subdomain shall be DMARC (Domain-based Message Authentication, Reporting & Conformance) compliant. This will require configuring SPF and DKIM to authenticate legitimate email messages.	X				
32	All application logging shall be integrated with Public Works' Microsoft Sentinel for real-time monitoring and analysis of system activity.	X				In app & ODATA

JOB ORDER CONTRACT (JOC) SYSTEM AND RELATED CONSULTING SERVICES

MINIMUM SYSTEM REQUIREMENTS

The Minimum System Requirements for County to use the JOC System is as follow:

Desktop Hardware and Software

Response: Windows 8 or later, Intel Pentium 4 processor or later.

Supported Browsers

Response: Chromium compatible: Windows Edge, Google Chrome, Apple, Safari, Etc.

Minimum Display Resolution

Response: 1366 x 1024

Desktop Software

Response: Chromium Compatible Web Browser

Server Requirements

Response: N/A

Server Instance Software Requirements

Response: N/A

ACCEPTANCE CERTIFICATE

(Name and Address)		TRANSMITTAL DATE
ACCEPTANCE CERTIFICATE		AGREEMENT NUMBER
		TITLE
FROM: _____ Consultant's Project Director (Signature Required)	TO: County's Project Director Department of Public Works	
Consultant hereby certifies to County that as of the date of this Task/Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Agreement, including the Exhibits thereto to the completion of the Tasks and delivery of the Deliverables set forth below, including satisfaction of the completion criteria applicable to such Tasks and Deliverables and County's approval of the Work performed in connection with the achievement of such Task. Consultant further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with the Exhibit A (Scope of Work). County's approval and signature constitutes an acceptance of the Tasks and Deliverables listed below.		
TASK DESCRIPTION (including Task and subtask numbers as set forth in the Statement of Work)	DELIVERABLES (including Deliverable numbers as set forth in the Statement of Work)	
Comments: 		
Attached hereto is a copy of all supporting documentation required pursuant to the Agreement and Exhibit A (Scope of Work), including any additional documentation reasonably requested by County.		
County Acceptance: NAME _____ SIGNATURE _____ DATE _____ County's Project Director		

Distribution:
 Original – Financial Services
 Copy 1 - Agreement or

Copy 2 - County's Project Manager
 Copy 3 - DPW Master Agreement File

CONTRACT DISCREPANCY REPORT

TO:

FROM:

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

DISCREPANCY PROBLEMS: _____

Signature of Contracting Entity Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

CONTRACTING ENTITY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative

Date

CONTRACTING ENTITY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

Contracting Entity Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

DPW JOC Contracting Process

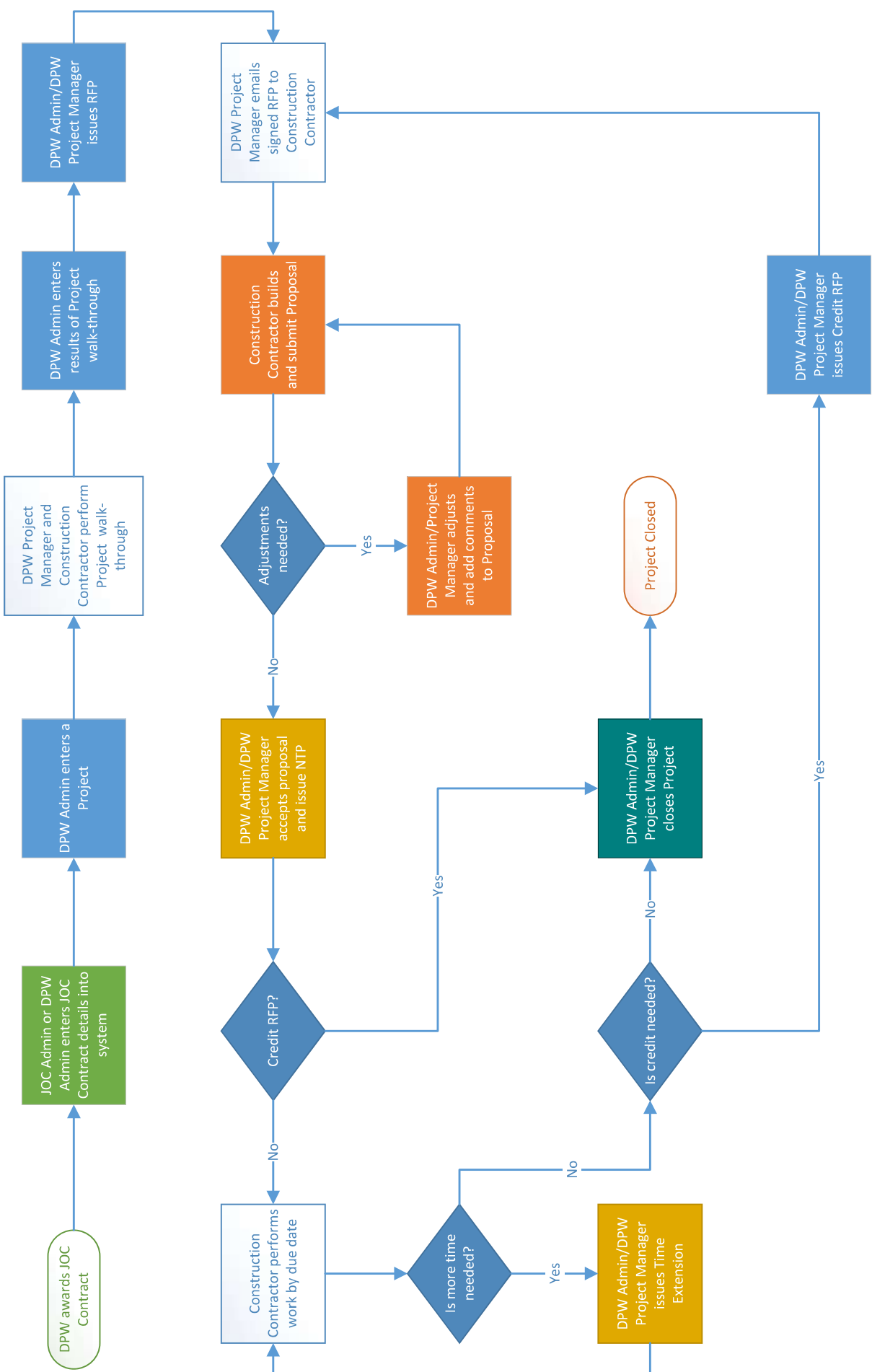


EXHIBIT B
Schedule of Prices

Table 1 – Phase 1 Work and Deliverables			
Deliverable #	Paragraph	Deliverable for Task 1 – Project Administration	Price
1.1	3.1.1.1	Project Control Document (PCD)	\$0.00
1.2	3.1.1.2	Incoming Orientation Plans	\$0.00
1.3	3.1.2.1	Ongoing Project Administration	\$0.00
Deliverable #	Paragraph	Deliverable for Task 2 – Price Catalog and Technical Specifications	Price
2.1	3.3.1.1	Price Catalog and Technical Specifications	\$0.00
2.2	3.2.2.1	Consultant shall provide Contracting Entity all supporting data for verification and validation of the Price Catalog and Technical Specifications for sample projects conducted during the analysis and verification process conducted by the Contracting Entity.	\$0.00
Deliverable #	Paragraph	Deliverables for Task 3 – Requirements Verification and Analysis	Price
3.1	3.3.1.1	Requirements Verification Schedule	\$0.00
3.2	3.3.2.1	System Requirements Document (SRD)	\$0.00
3.3	3.3.2.2	Requirements Traceability Matrix and Report	\$0.00
Deliverable #	Paragraph	Deliverable for Task 4 – JOC System Design	Price
4.1	3.4.1.1	JOC System Design Document	\$0.00
Deliverable #	Paragraph	Deliverables for Task 5 – JOC System Configuration and Development	Price
5.1	3.5.1.1	Working System, configured based on the JOC System Design Document	\$0.00

EXHIBIT B

Deliverable #	Paragraph	Deliverables for Task 6 – JOC System Testing	Price
6.1	3.6	Test Plan	\$0.00
6.2	3.6	Test Materials	\$0.00
6.3	3.6	Test Completion Report	\$0.00
Deliverable #	Paragraph	Deliverables for Task 7 – Training	Price
7.1	3.7	Training Plan	\$0.00
7.2	3.7	Training Materials	\$0.00
7.3	3.7	Training Log	\$0.00
7.4	3.7	Monitoring and Operations Guide	\$0.00
Deliverable #	Paragraph	Deliverables for Task 8 – Implementation and Go-Live	Price
8.1	3.8	Go Live Plan	\$0.00
8.2	3.8	Three (3) Go-Live Simulations Reports	\$0.00
8.3	3.8	Go-Live Completion Report	\$0.00
8.4	3.8	Final Acceptance Certification	\$0.00
Deliverable #	Paragraph	Deliverables for Task 9 – Contract Discrepancy Report	Price
9.1	3.9.1.1	Contract Discrepancy Report	\$0.00
9.2	3.9.1.2	Contract Discrepancy Report Update	\$0.00
9.3	3.9.1.3	Contract Discrepancy Report Completion	\$0.00
Deliverable #	Paragraph	Deliverables for Task 10 – Outgoing Transition Services Plan	Price
10.1	3.10.1.1	Outgoing Transition Services Plan	\$0.00
10.2	3.10.1.2	Transitional Services	\$0.00
Total Price for Phase 1 Work			\$ 0.00

Table 2 – Phase 2 Fees*	
Agreement Year	Percentage Fee
Annual Percentage Applied to All JOC Work Orders for First Five Years of Agreement	<u>2.1</u> %
Annual Percentage Applied to All JOC Work Orders for Optional Year 1	<u>2.1</u> %
Annual Percentage Applied to All JOC Work Orders for Optional Year 2	<u>2.1</u> %

*Contractor is not guaranteed any amount of JOC Work for any year of the Agreement. JOC Work may increase or decrease every year based on the needs of the Contracting Entity. Further, for any JOC Projects that are moved from a prior agreement with any Contracting Entity to this Agreement, such JOC project work orders will be segregated in the JOC System in a manner that prevents these JOC project work orders that were already charged a licensing fee in a prior agreement from being charged again under this Agreement.

Table 3 - Firm Fixed Hourly Rate for Optional Work	
Firm Fixed Hourly Rate for Optional Work	\$ <u>170</u> / hour

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 1 of 2

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

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 2 of 2

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

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

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

COPYRIGHT ASSIGNMENT AGREEMENT

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

Page 1 of 2

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

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

Page 2 of 2

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

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

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

COPYRIGHT ASSIGNMENT AGREEMENT

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT E

JOB ORDER CONTRACT (JOC) SYSTEM AND RELATED CONSULTING SERVICES

THIRD-PARTY PRODUCTS

As of the Effective Date of this Agreement, the following Third-Party Software will be provided by Proposer. Should this change during the term of the Agreement, this Exhibit will be updated to reflect any additional Third-Party Software.

Third Party Software			
	Name	Vendor	Purpose / Function
1	N/A		
2			
3			


Proposer's Name: Facility Optimization Solutions, LLC	
Authorized representative Name: Joseph Cassata	
Signature: 	Date: 5/1/2024

EXHIBIT F PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through L, inclusive, of this Contract (Exhibits A-L) and this PRS, Exhibits A-L shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-L, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
A. SCOPE OF WORK				
1. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State, or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Project Schedule	Contractor fails to complete work within the time specified in the project schedule.	\$200 for each calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	\$100 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Respond to complaints, requests, and discrepancies.	Contractor fails to respond within 24 hours of a reported complaint, request, and/or discrepancy.	\$100 per complaint not responded to within the time frame outlined in the specifications.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

EXHIBIT F PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through L, inclusive, of this Contract (Exhibits A-L) and this PRS, Exhibits A-L shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-L, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
5. Respond to bugs or security incidents.	Contractor fails to respond within 24 hours of a reported bug or security incident.	\$100 per complaint not responded to within the time frame outlined in the specifications.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
B. CONTRACT ADMINISTRATION				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	\$200 per day; work/contract suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	\$200 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Use of Subcontractor without Approval and/or Authorization.	Obtain County's written approval prior to subcontracting any work.	\$500 per occurrence; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. License and Certification	All license and certifications required to perform the work, if any.	\$200 per day; suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Assignment and Delegation	Contractor shall not assign its rights or delegate its duties under this Contract, or both,	\$200 per day the County is not informed of this change; suspension;	<input type="checkbox"/> Yes <input type="checkbox"/> No	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

EXHIBIT F PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through L, inclusive, of this Contract (Exhibits A-L) and this PRS, Exhibits A-L shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-L, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
	whether in whole or in part, without the prior written consent of County.	possible termination for default of contract.	<input type="checkbox"/> N/A	
6. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$500 per occurrence; suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

EXHIBIT G

**JOB ORDER CONTRACT (JOC) SYSTEM
AND RELATED CONSULTING SERVICES
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 Agreement and its various exhibits and attachments, will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

1.1 Acceptance

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

1.2 Contracting Entity Data

All of the Contracting Entity information, data, records, and information of Contracting Entity to which Consultant has access, or is otherwise provided to Consultant under this Agreement, during the use and/or provisioning of the JOC System, including any data entered/stored/accessed during use of the JOC System by users of the JOC System. Such users include Contracting Entity's contractors and consultants in the JOC Program. Consultant's JOC Book is not included in the definition of Contracting Entity Data.

1.3 Unit Price Book, Price Catalog and Technical Specifications, or JOC Book

As defined and required by Exhibit A (Scope of Services). The Unit Price Book, also known as JOC Book, will also be electronic and work within the JOC System as required by the Agreement so as to meet the requirements and needs of the JOC Program.

1.4 Deliverable(s)

Whether singular or plural, will mean software, items and/or services provided or to be provided by Consultant under this Agreement 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).

1.5 Documentation

All of Consultant's training course materials, JOC System specifications and technical manuals, and all other user instructions regarding the capabilities, operation, and use of the JOC System, including, but not limited to, online help screens contained in the JOC System, existing as of the Effective Date and any revisions, supplements, or updates thereto. Documentation does not include anything created by Contracting Entity that may be included in the Documentation.

1.6 Error

With respect to the JOC System, Support Services, Maintenance Services, other Services, or Deliverables, a failure of the JOC System, Support Services, other Services, or Deliverables to conform to its specifications, or with respect to the JOC System, a failure that impairs the performance of the JOC System when operated in accordance with the Agreement.

1.7 Hosted Services

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

1.8 JOC System

The Licensed Software, JOC Book, Support Services, Maintenance Services, all related services, equipment, hosting, and any other item required for the Consultant to deploy and provide the JOC System from its facilities and to Contracting Entity as a "software as a service" or other Licensed Software model, in accordance with this Agreement to fulfil the needs of the JOC Program.

1.9 Licensed Software or JOC Software

Individually each, and collectively all, of the computer programs provided by Consultant under this Agreement (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 Consultant, and Revisions, and any and all programs otherwise provided by Consultant under this Agreement. All Licensed Software and the components thereof will be release versions, and will not be test versions (e.g., alpha or beta test version), unless otherwise agreed to in writing by Contracting Entity.

1.10 Maintenance Services

The provision of maintenance and continued management and operation services for the JOC 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 Consultant to Contracting Entity upon Contracting Entity's request and approval.

1.12 Production Use

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

1.13 Professional Services

Services, including but not limited to, consulting services, additional training and/or customizations, which Consultant may provide upon Contracting Entity's request therefore in the form of Optional Work.

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 Agreement, 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 Consultant under this Agreement, but only to the extent: (i) not inconsistent with any of the foregoing; and (ii) acceptable to Contracting Entity in its sole discretion; and all written and/or electronic materials furnished or made available by or through Consultant regarding the JOC System, including functionality, features, capacity, availability, response times, accuracy, or any other performance or other JOC System criteria or any element of the JOC 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 Consultant to its other customers.

1.16 Services

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

1.17 Subscription Services

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

1.18 Support Services

As defined in Exhibit A (Scope of Services).

1.19 Third Party Product

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

1.19 Users

All Contracting Entity authorized users of the JOC System, including but not limited to Contracting Entity employees and its authorized agents, contractors, subcontractors and consultants.

1.20 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 Consultant under this Agreement. 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 Consultant prior to performance or independent of this Agreement ("Background Intellectual Property") or (b) the JOC System, which includes the Licensed Software and JOC Book, whether created before or after the Effective Date of this Agreement, or any modifications thereto made by Consultant.

2. LICENSED SOFTWARE AND INTELLECTUAL PROPERTY.

2.1 License Grant.

2.1.1 Scope of License.

Subject to the terms and conditions of this Agreement, Consultant grants to Contracting Entity a fully-paid, worldwide, non-exclusive, non-transferable license to use the JOC System and Documentation for Contracting Entity's business purposes and activities ("License") during the Agreement Term, including any Revisions to the JOC System and any new version releases and upgrades to the JOC System. For the purposes of this License Grant, the term "use" as it applies to JOC System means to access, execute, operate, archive and use the JOC System and by an unlimited number of Users for production, support, archival, emergency restart, and disaster recovery purposes. Without limitation of the above, Contracting Entity's business purposes and activities will include making the JOC System available for use to Contracting Entity, and its authorized agents, contractors, subcontractors and consultants. This License shall cover the Contracting Entity, and its Users, and there shall be no additional cost for licensing separately applied by Consultant to Contracting Entity's Users. Consultant shall retain ownership of Consultant's JOC System, which includes the JOC Book and Documentation, but County will be permitted to use the JOC System, JOC Book and Documentation pursuant to the License requirements as set forth in this Agreement.

2.1.2 Documentation.

At no additional charge to Contracting Entity, Consultant will provide or make available to Contracting Entity all Documentation

relating to the JOC System pursuant to a fully-paid, worldwide, non-exclusive, license during the Term of this Agreement for its business purposes. This license does not permit Contracting Entity to allow another consultant on the Contracting Entity's JOC bench to use this Documentation. If the Documentation for the JOC System is revised or supplemented at any time, Consultant will promptly provide or make available to Contracting Entity a copy of such revised or supplemental Documentation, at no additional cost to Contracting Entity. Contracting Entity may, at any time, reproduce copies of all Documentation and other materials provided or made available by Consultant, distribute such copies to Contracting Entity personnel or Contracting Entity designees and users of the JOC System, and incorporate such copies into its own technical and user manuals, provided that such reproduction relates to Contracting Entity's and users' use of the JOC System as permitted in this Agreement, and all copyright and trademark notices, if any, are reproduced thereon. Consultant will provide or make available to Contracting Entity all Documentation in electronic form.

2.1.3 Additional License Restrictions

Upon termination or expiration of this Agreement, unless otherwise provided herein, the License shall terminate, and Contracting Entity will discontinue use of the JOC System and JOC Book, but may maintain any records or materials needed to meet Contracting Entity's public records or audit requirements.

Contracting Entity acknowledges that the unauthorized disclosure of Contractor's JOC System, JOC Book and Documentation may result in irreparable harm to Consultant for which monetary damages would be an inadequate remedy and agrees that disclosure outside of the permitted license grants shall not be made to anyone without receiving the written consent of Consultant. Contracting Entity further acknowledges and agrees to respect the copyrights, registrations and other proprietary rights of Consultant to the JOC System, JOC Book and Documentation, during and after the term of this Agreement.

Upon expiration or termination of this Agreement, Consultant shall provide all Contracting Entity Data in a form accessible by a standard database program such as XML, JSON or CSV, or as may be specified by County.

2.2 Revisions.

2.2.1 Notice of Revisions.

Consultant 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 Contracting Entity previously received and will continue to comply with all of the requirements of this Agreement, and (b) Contracting Entity will be provided, at least sixty (60) days in advance of any such changes and after the first year from the Effective Date of this Agreement, thirty (30) 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 JOC System, including, but not limited to, a failure to comply with the requirements of this Agreement, or compatibility with Contracting Entity's technical, business or regulatory requirements, including, without limitation, hardware, software, or browser configurations, then Contracting Entity 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 Agreement.

2.2.2 Revisions During Term.

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

2.3 Work Product and Background Intellectual Property.

2.3.1 Ownership of Contracting Entity Data.

All Contracting Entity Data, including confidential information provided or made accessible by Contracting Entity to Consultant, is and will remain the property of Contracting Entity. Upon termination or expiration of the Agreement for any reason, or upon Contracting

Entity's written request at any time, the Consultant will provide Contracting Entity, at no additional cost and no later than fifteen (15) calendar days after the termination, expiration or the Contracting Entity's request, any Contracting Entity Data or other proprietary data belonging to the Contracting Entity stored within the JOC System. Such data will be provided to the Contracting Entity on an external media drive in a platform-agnostic format or in any specific format reasonably requested by Contracting Entity. At the Contracting Entity's option, and aside from Contracting Entity's Data that may be used by Consultant pursuant to the license granted below, the Consultant will destroy all originals and copies of all such data, and other related information or documents.

Contracting Entity grants to Consultant a fully-paid, worldwide, non-exclusive, non-transferable and perpetual license to use Contracting Entity's Data in the JOC System for its business purposes.

2.3.2 Ownership of Background Intellectual Property & Licensed Software.

Consultant retains all right, title and interest in and to any such Background Intellectual Property, JOC System, JOC Book, Documentation and Licensed Software whether created before or after the Effective Date of this Agreement (including any modifications thereto made by Consultant). However, to the extent Background Intellectual Property constitutes or is incorporated into Work Product or required for Contracting Entity to fully exploit such Work Product or the JOC System, Consultant hereby grants to Contracting Entity 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 Contracting Entity's business, the Background Intellectual Property constituting or incorporated into the Work Product or otherwise delivered to Contracting Entity in connection with this Agreement, and provided further that the Background Intellectual Property is not separately commercially exploited by Contracting Entity. Any and all Background Intellectual Property which Consultant desires to use hereunder, and which Consultant considers to be proprietary or confidential, must be specifically identified by Consultant to the Contracting Entity's Project Director as proprietary or confidential, and will be plainly and prominently marked by Consultant as "PROPRIETARY" or "CONFIDENTIAL."

2.4 Third Party Product.

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

3. SERVICES.

3.1 Services Generally.

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

3.2 Training.

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

3.3 Support Services and Maintenance Services.

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

4. ACCEPTANCE

4.1 Acceptance Criteria

The JOC 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 Contracting Entity, 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 will be based, at a minimum, on conformance of the JOC System, Services, and Deliverables, to the Specifications. In the event the parties fail to agree upon Acceptance Criteria, the acceptability of the JOC System, Services, Deliverables, and milestones, and the JOC System as a whole, will be based solely on Contracting Entity's reasonable satisfaction therewith.

4.2 Acceptance Tests

When Consultant notifies Contracting Entity that the JOC System has been implemented as required in Exhibit A (Scope of Services) or that a Service, Deliverable, or milestone (if applicable) has been completed, Contracting Entity may, in its sole discretion, elect to test or evaluate the related JOC System, Services, Deliverables, and/or milestones to determine whether they comply in all material respects with the Acceptance Criteria and the JOC 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 Contracting Entity.

For each test, Consultant will provide Contracting Entity testing scenarios consistent with Consultant's best practices for the applicable JOC System, Service, Deliverable, and/or milestone.

4.3 Production Use

The JOC System will be ready for Production Use when the Contracting Entity Project Director, or his/her designee, approves in writing the JOC System for use with the JOC Program.

4.4 Final Acceptance

4.4.1 Conduct Performance Verification

Following successful transitioning of the JOC System to Production Use, Contracting Entity will monitor for Errors and Consultant will

maintain the JOC System in Production Use for a minimum of thirty (30) consecutive days. Upon occurrence of an Error, Consultant will provide Contracting Entity with a diagnosis of the Error and proposed solution(s), and Consultant will correct such Error by re-performance pursuant to, and subject to, the provisions of this Agreement. Contracting Entity and Consultant will 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 Contracting Entity in the use of the JOC System will be subject to the applicable terms under the Agreement as more fully described in Exhibit A (Scope of Services).

4.4.2 Final Acceptance

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

4.5 Failed Testing

- 4.5.1 If the Contracting Entity's Project Director makes a good faith determination at any time that the JOC 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 Contracting Entity's Withholds
- 4.5.2 will promptly notify Consultant in writing of such failure, specifying with as much detail as possible the manner in which the JOC System, Services, Deliverables, and/or milestones failed to pass the applicable Designated Test. Consultant will immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the JOC System, Services, Deliverables, milestones, and/or JOC System as will permit the JOC System, Services, Deliverables, milestones, and/or JOC System to be ready for retesting. Consultant will notify the Contracting Entity's Project Director in writing when such corrections, repairs, and

modifications have been completed, and the applicable Designated Test will begin again. Such procedure will continue until such time as Contracting Entity notifies Consultant in writing either: (i) of the successful completion of such Designated Test.

5. Reserved.

6. Disabling Device

Consultant represents and warrants that Consultant will not intentionally cause any unplanned interruption of the operations of, or accessibility to the JOC 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 Contracting Entity Confidential Information or of causing any unplanned interruption of the operations of, or accessibility of the JOC System or any component to Contracting Entity or any user or which could alter, destroy, or inhibit the use of the JOC System or any component, or the data contained therein (collectively, "Disabling Device(s)"), which could block access to or prevent the use of the JOC System or any component by Contracting Entity or users. Consultant represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any JOC System component provided to Contracting Entity under this Agreement, nor will Consultant knowingly permit any subsequently delivered or provided JOC System component to contain any Disabling Device. In addition, Consultant will prevent viruses from being incorporated or introduced into the JOC System or Revisions thereto prior to the installation onto the JOC System and will prevent any viruses from being incorporated or introduced in the process of Consultant's performance of on-line support.

7. Non-Infringement

To the best of Consultant's knowledge, the JOC System, Services and the Deliverables will not contain defamatory or indecent matter, and Contracting Entity's permitted use of the JOC 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 Agreement. In addition, Consultant also represents and warrants that based on pending actions, claims, disputes, or other information, Consultant has no knowledge of a failure of the JOC System to perform in accordance with the requirements of this Agreement.

9. Assignment of Warranties

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

10. Other Warranties

During the Term of this Agreement, Consultant will not subordinate this Agreement or any of its rights hereunder to any third party without the prior written consent of Contracting Entity, and without providing in such subordination instrument for non-disturbance of Contracting Entity's use of the JOC System (or any part thereof) in accordance with this Agreement. This Agreement and the JOC 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 Consultant's creditors. Contracting Entity is entitled to use the JOC System without interruption. As of the date furnished, no statement contained in writing in the response to the request for proposals for the JOC System contains any untrue statements about the prior experience or corporate description of Consultant, or omits any fact necessary to make such statement not misleading.

11. Maintenance Services

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

12. JOC System Performance Requirements

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

13. Data Destruction

Consultant(s) and Vendor(s) that have maintained, processed, or stored the Contracting Entity' ("Contracting Entity") 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 Contracting Entity, or external to the Contracting Entity's boundaries. The Contracting Entity must receive within ten (10) business days, a signed document from Consultant(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 will certify that any Contracting Entity Data, including confidential information 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 will provide Contracting Entity with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all Contracting Entity Data was destroyed and is unusable, unreadable, and/or undecipherable.

14. Security Breach and Notification

Consultant shall take reasonable steps to immediately remedy any security breach and prevent any further security breach at Consultant's expense in accordance with applicable privacy rights, laws, regulations and standards. Consultant will reimburse Contracting Entity for actual costs incurred by Contracting Entity in responding to, and mitigating damages caused by, any security breach, including all costs of notice and/or remediation. Consultant will also notify the Contracting Entity project manager and Contracting Entity Information Security Officer within seventy-two (72) hours of any suspected security breach.

15. For U.S. Government End Users

The System is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), and more specifically is "commercial computer Platform" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), the System is provided to U.S. Government End Users only as a commercial end item and with only those rights as are granted to all other customers pursuant to the terms and conditions herein.

16. Export Restrictions

The System, Services and related technologies are subject to U.S. export control laws and may be subject to export or import regulations in other countries. Contracting Entity agrees to strictly comply with all such laws and regulations and Contracting Entity acknowledges that it has the responsibility to obtain authorization to export, re-export, or import the System and related technology, as may be required.

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

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

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

1. DEFINITIONS

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

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

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

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

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

a. Information Security Program

The Consultant will maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the Contracting Entity Information covered under this Agreement.

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

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

The Consultant's Information Security Program will:

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

b. Privacy Program

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

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

The Consultant's Privacy Program will include:

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

3. PROPERTY RIGHTS TO CONTRACTING ENTITY INFORMATION

All Contracting Entity Information is deemed property of the Contracting Entity, and the Contracting Entity will retain exclusive rights and ownership thereto. Contracting Entity Information will not be used by the Consultant for any purpose other than as required under this Agreement, nor will such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Consultant, or commercially exploited or otherwise used by, or on behalf of, the Consultant, its officers, directors, employees, or agents. The Consultant may assert no lien on or right to withhold from the Contracting Entity, any Contracting Entity Information it receives from, receives addressed to, or stores on behalf of, the Contracting Entity. Notwithstanding the foregoing, the Consultant may aggregate, compile, and use Contracting Entity Information in order to improve, develop or enhance the System Software and/or other services

offered, or to be offered, by the Consultant, provided that (i) no Contracting Entity Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the Contracting Entity, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Consultant specifically consents to the Contracting Entity's access to such Contracting Entity Information held, stored, or maintained on any and all devices Contactor owns, leases or possesses.

4. CONTRACTOR'S USE OF CONTRACTING ENTITY INFORMATION

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

5. SHARING CONTRACTING ENTITY INFORMATION AND DATA

The Consultant will not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Contracting Entity Information to a third party other than as permitted in this Agreement, for monetary or other valuable consideration.

6. CONFIDENTIALITY

a. Confidentiality of Contracting Entity Information

The Consultant agrees that all Contracting Entity Information marked as "Confidential" along with any Contracting Entity Information that should reasonably be understood as confidential or proprietary, to Contracting Entity shall be treated as Confidential Information.

b. Disclosure of Contracting Entity Information

The Consultant may disclose Contracting Entity Information only as necessary to carry out its obligations under this Agreement, or as required by law, and is prohibited from using Contracting Entity Information for any other purpose without the prior express written approval of the Contracting Entity's contract administrator in consultation with the Contracting Entity's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose Contracting Entity Information, the Consultant will notify the Contracting Entity's contract administrator immediately and prior to any such disclosure, to provide the

Contracting Entity an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

c. Disclosure Restrictions of Non-Public Information

While performing work under the Agreement, the Consultant may encounter Contracting Entity Non-public Information (“NPI”) in the course of performing this Agreement, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as “Internal Use”, “Confidential” or “Restricted” as defined in Board of Supervisors Policy 6.104 – Information Classification Policy as NPI. The Consultant will not disclose or publish any Contracting Entity NPI and material received or used in performance of this Agreement. This obligation is perpetual.

d. Individual Requests

The Consultant will acknowledge any request or instructions from the Contracting Entity regarding the exercise of any individual’s privacy rights provided under applicable federal or state laws. The Consultant will have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the Contracting Entity within seven (7) calendar days. If an individual makes a request directly to the Consultant involving Contracting Entity Information, the Consultant will notify the Contracting Entity within five (5) calendar days and the Contracting Entity will coordinate an appropriate response, which may include instructing the Consultant to assist in fulfilling the request. Similarly, if the Consultant receives a privacy or security complaint from an individual regarding Contracting Entity Information, the Consultant will notify the Contracting Entity as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the Contracting Entity will coordinate an appropriate response.

e. Retention of Contracting Entity Information

The Consultant will not retain any Contracting Entity Information for any period longer than necessary for the Consultant to fulfill its obligations under the Agreement and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Consultant will perform background and security investigation procedures in the manner prescribed in this Exhibit unless the Agreement prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this Exhibit.

To the extent permitted by applicable law, the Consultant will screen and conduct background investigations on all Consultant employees and Subcontractors as appropriate to their role, with access to Contracting Entity Information for potential

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

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

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

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

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

8. SUBCONTRACTORS

The Contracting Entity acknowledges that in the course of performing its services, the Consultant may desire or require the use of goods, services, and/or assistance of Subcontractors. The terms of this Exhibit will also apply to all Subcontractors. The Consultant or Subcontractor will be subject to the following terms and conditions: (i) each Subcontractor must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Consultant to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Agreement including this Exhibit; and (ii) the Consultant will be and remain fully liable for the acts and omissions of each Subcontractor and fully responsible for the due and proper performance of all Consultant obligations under this Agreement. These provisions do not apply to Consultant's cloud service provider, Microsoft Azure, but Consultant will remain responsible for meeting all hosting requirements.

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

9. STORAGE AND TRANSMISSION OF CONTRACTING ENTITY INFORMATION

All Contracting Entity Information will be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Consultant will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store Contracting Entity Information to AES 256 at rest.

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

10. RETURN OR DESTRUCTION OF CONTRACTING ENTITY INFORMATION

The Consultant will return or destroy Contracting Entity Information in the manner prescribed in this Exhibit unless the Agreement prescribes procedures for returning or destroying Contracting Entity Information and those procedures are no less stringent than the procedures described in this Exhibit.

a. Return or Destruction

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

b. Method of Destruction

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

11. PHYSICAL AND ENVIRONMENTAL SECURITY

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

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

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

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

The Consultant must have a continuity policy. This policy must include a geographically separate back-up data center and a formal framework. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer Contracting Entity Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Consultant makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF CONTRACTING ENTITY INFORMATION), all such backups will be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF CONTRACTING ENTITY INFORMATION.

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF CONTRACTING ENTITY INFORMATION, Contracting Entity Information (i) may only be made available and accessible to those parties explicitly authorized under the Agreement; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF CONTRACTING ENTITY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Consultant and approved by the Contracting Entity's Chief Information Security Officer in writing. The foregoing requirements will apply to back-up media stored by the Consultant at off-site facilities.

The Consultant will implement formal procedures to control access to Contracting Entity systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services will be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Consultant will have policies and procedures in place to ensure that unnecessary and/or unused access to Contracting Entity Information is removed in a timely manner;
- d. Applications will include access control to limit user access to Contracting Entity Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Consultant will record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF CONTRACTING ENTITY INFORMATION) must be disposed of or sent off-site for servicing, if any. the Consultant will ensure all Contracting Entity Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF CONTRACTING ENTITY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Consultant will:

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

**Contracting Entity Chief Information Security Officer and Chief Privacy Officer
Email**

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Jeffrey Aguilar

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

Chief Privacy Officer:

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

Departmental Information Security Officer:

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

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

- e. Assist and cooperate with forensic investigators, the Contracting Entity, law firms, and and/or law enforcement agencies at the direction of the Contracting Entity to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the Contracting Entity on any additional disclosures that the Contracting Entity is required to make as a result of the Incident.
- f. Allow the Contracting Entity or its third-party designee to perform an audit of the relevant security documentation of the System, and/or perform non-intrusive and non-authenticated vulnerability scans of the System. .

Notwithstanding any other provisions in this Agreement and Exhibit, The Consultant will be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving Contracting Entity Information caused by the Consultant's negligence, wrongdoing, or lack of Information Security or privacy controls or provisions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

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

16. AUDIT AND INSPECTION

a. Self-Audits

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

The Consultant will have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Consultant will provide the audit results and any corrective action documentation to the Contracting Entity promptly upon its completion at the Contracting Entity's request. With respect to any other report, certification, or audit or

test results prepared or received by the Consultant that contains any Contracting Entity Information, the Consultant will promptly provide the Contracting Entity with copies of the same upon the Contracting Entity's reasonable request, including identification of any failure or exception in the Consultant's Information systems, products, and services, and the corresponding steps taken by the Consultant to mitigate such failure or exception. Any reports and related materials provided to the Contracting Entity pursuant to this Exhibit will be provided at no additional charge to the Contracting Entity.

Further, when not prohibited by regulation, the Consultant will provide to the Contracting Entity a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Consultant or a third party related to handling of Contracting Entity's Data; and (ii) corrective actions or modifications, if any, the Consultant will implement in response to such audits.

b. Contracting Entity Requested Audits

Upon request of the Contracting Entity, Contractor shall permit the Contracting Entity or its authorized third party designee to perform an audit of the relevant security documentation of the application in scope, and/or perform non-intrusive and non-authenticated vulnerability scans of the application in scope or in the alternative, or undergo a third party risk assessment by way of responding to a security due-diligence questionnaire.

EXHIBIT I

**ADDITIONAL PROVISIONS FOR THE LOS ANGELES COUNTY
DEVELOPMENT AUTHORITY (LACDA)**

[APPLICABLE ONLY IF THE CONTRACTING ENTITY IS THE LACDA]

1. SOURCE AND APPROPRIATION OF FUNDS

The Contracting Entity's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development (HUD) and, for the purpose of this Agreement. All funds are appropriated every fiscal year beginning July 1.

In the event this Agreement extends into succeeding fiscal years and funds have not been appropriated, this Agreement will automatically terminate as of June 30 of the current fiscal year. The Contracting Entity will endeavor to notify the Consultant in writing within ten (10) days of receipt of non-appropriation notice.

2. POST MOST WANTED DELINQUENT PARENTS LIST

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is County's and Contracting Entity's policy to strongly encourage all Contractors to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Consultant's place of business. The Child Support Services Department (CSSD) will supply Consultant with the poster to be used.

3. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Consultant will comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States will, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

4. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973

The Consultant will comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States will be excluded from participating in, denied the benefits of, or subject to discrimination under this Agreement on the basis of age or with respect to an otherwise qualified disabled individual.

5. THIS SECTION INTENTIONALLY OMITTED

6. FEDERAL LOBBYIST REQUIREMENTS

The Consultant is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The Consultant must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Consultant will comply with the Lobbyist Requirements.

Failure on the part of the Consultant or persons/subcontractors acting on behalf of the Consultant to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

7. PATENT RIGHTS

Subject to Section 41 of the Agreement, the Contracting Entity will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Agreement.

8. COPYRIGHT

Excluding the Proprietary Information identified in the JOC System License, which Consultant will retain all ownership of and rights thereto, and subject to Section 41 of the Agreement, no other report, maps, or other documents produced in whole or in part under this Agreement will be the subject of an application for copyright by or on behalf of the Consultant. All such documents, except the Background Intellectual Property and Licensed Software as described in this Agreement, become the property of the Contracting Entity and the Contracting Entity holds all the rights to said data.

9. CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification as included in Attachment C – Required Agreement Forms, the Contracting Entity

seeks to ensure that all Contracting Entity contractors that receive or raise charitable contributions comply with California law in order to protect the Contracting Entity and its taxpayers. A Consultant that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

10. CONTRACTOR'S COMPLIANCE WITH THE CONTRACTING ENTITY'S SMOKE FREE POLICY AT ALL HOUSING DEVELOPMENT PROPERTIES

The Consultant represents that it will comply with the Contracting Entity's policy strictly prohibiting smoking on all Housing Authority housing development properties, except at the South Bay Gardens Senior Housing Development located at 230 E. 130th Street, Los Angeles, CA 90061, where smoking is permitted only in a specified open area that is at least 20 feet away from a Housing Authority building and is clearly labeled as a "Smoking Designated Area." The Consultant acknowledges and understands that the Contracting Entity's smoke free policy applies to all residents, guests, visitors, vendors, contractors, and staff.

EXHIBIT J**INDEMNIFICATION AND INSURANCE PROVISIONS****I. Indemnification**

Consultant must indemnify, defend, and hold harmless the County of Los Angeles, the Los Angeles County Development Authority, their Special Districts, Elected Officials, Appointed Officers, Agents, Employees, and Volunteers ("Contracting Entity Indemnitees"), from and against any and all liability including, but not limited to, third-party demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), to the extent arising from the Contractor's actions, omissions, negligence or willful misconduct. This Section I (Indemnification) also must include any and all intellectual property liability, including copyright infringement and similar claims.

II. Reserved**III. General Insurance Requirements**

Without limiting Consultant's indemnification of Contracting Entity, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Consultant must provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and paragraph F of this Section. 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 Consultant pursuant to this Agreement. The Contracting Entity in no way warrants that the Required Insurance is sufficient to protect the Consultant for liabilities which may arise from or relate to this Agreement.

A. Evidence of Coverage and Notice to Contracting Entity

- A certificate(s) of insurance coverage (Certificate) satisfactory to Contracting Entity, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, the Los Angeles County Development Authority, their Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers has been given Insured status under the Consultant's General Liability policy, must be delivered to Contracting Entity at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates must be provided to Contracting Entity not less than

ten days prior to Consultant's policy expiration dates. The Contracting Entity reserves the right to obtain complete, certified copies of any required Consultant and/or Subcontractor insurance policies at any time.

- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Consultant identified as the contracting party in this Agreement. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000 and list any Contracting Entity-required endorsement forms.
- Neither the Contracting Entity's failure to obtain, nor the Contracting Entity's receipt of, or failure to object to a noncomplying insurance certificate or endorsement, or any other insurance documentation or information provided by the Consultant, its insurance broker(s) and/or insurer(s), must be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to:

Los Angeles County Public Works
Business Relations and Contracts Division
P.O. Box 1460
Alhambra, California 91802-1460
Attention: Jairo Flores

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

B. Additional Insured Status and Scope of Coverage

The County of Los Angeles, the Los Angeles County Development Authority, their Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers must be provided additional insured status under Consultant's General Liability policy with respect to liability arising out of Consultant's ongoing and completed operations performed on behalf of the Contracting Entity. The County of Los Angeles, the Los Angeles County Development Authority, their Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers additional insured status must apply with respect to liability and defense of suits arising out of the Consultant's acts or omissions, whether such liability is attributable to the Consultant or to the Contracting Entity. The full policy limits and scope of protection also must apply to the County of Los Angeles, the Los Angeles County Development Authority, their Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, even if they exceed the Contracting Entity'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

Consultant must provide Contracting Entity with, or Consultant's insurance policies will contain a provision that Contracting Entity must receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to Contracting Entity by Contractor at least ten days in advance of cancellation for nonpayment of premium and 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 Agreement, in the sole discretion of the Contracting Entity, upon which the Contracting Entity may suspend or terminate this Agreement.

D. Failure to Maintain Insurance

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

E. Insurer Financial Ratings

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

F. Consultant's Insurance Must Be Primary

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

G. Waivers of Subrogation

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

H. Subcontractor Insurance Coverage Requirements

Consultant must include all Subcontractors as insureds under Consultant's own policies, or must provide Contracting Entity with each Subcontractor's separate evidence of insurance coverage. Consultant must be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and must require that each Subcontractor name the Contracting Entity of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, Volunteers, and Consultant as additional insureds on the Subcontractor's General Liability policy. Consultant must obtain Contracting Entity's prior review and approval of any Subcontractor request for modification of the Required Insurance.

I. Deductibles and Self-Insured Retentions (SIRs)

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

J. Claims Made Coverage

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

K. Application of Excess Liability Coverage

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

L. Separation of Insureds

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

M. Alternative Risk Financing Programs

The Contracting Entity reserves the right to review, and then approve, Consultant use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, the Los Angeles County Development Authority, their Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers must be designated as an Additional Covered Party under any approved program.

N. County Review and Approval of Insurance Requirements

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

IV. Insurance Coverage

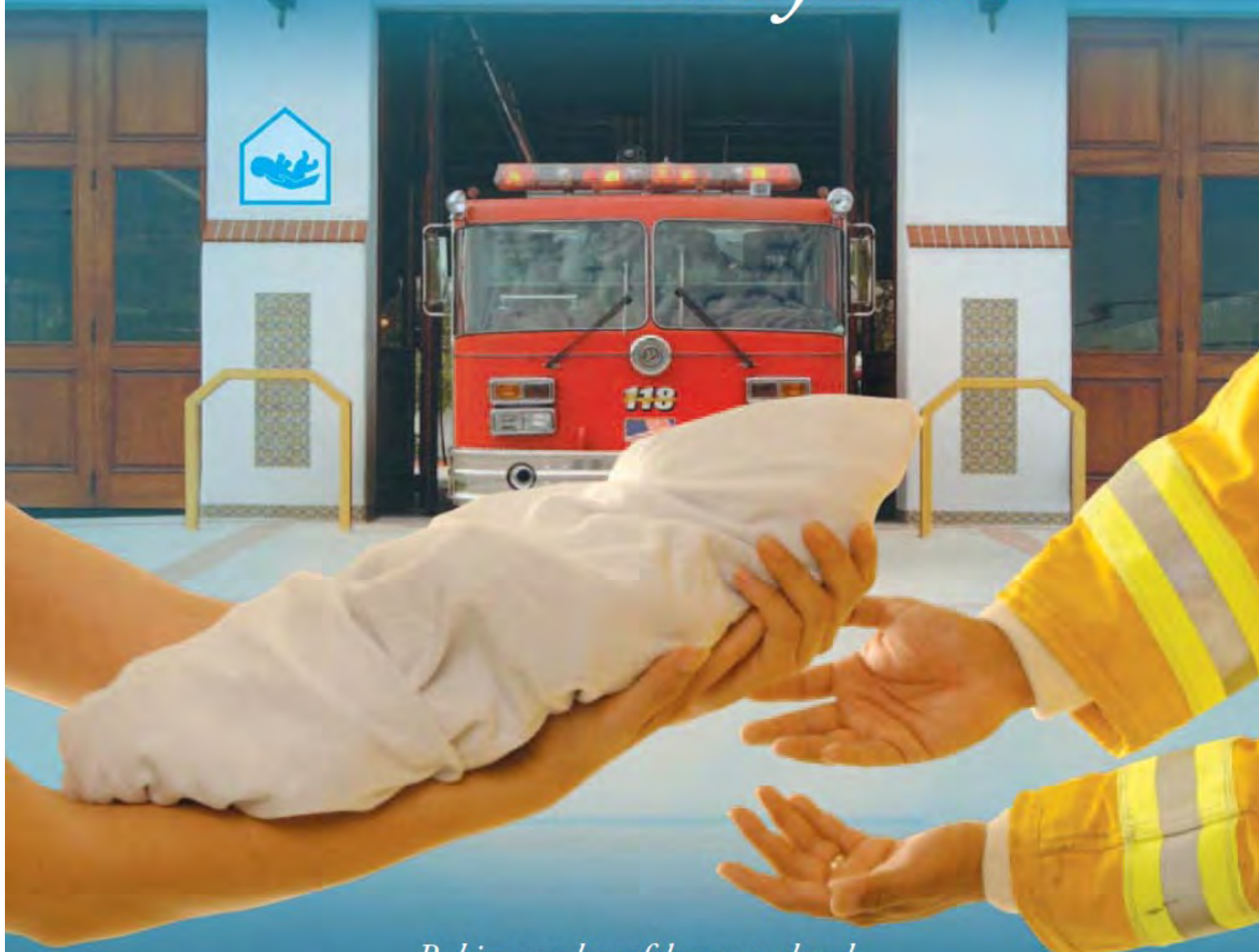
- A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming The County of Los Angeles, the Los Angeles County Development Authority, their Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, 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 must cover liability arising out of Consultant's use of autos pursuant to this Agreement, including owned, leased, hired, and/or nonowned 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 Consultant is a temporary staffing firm or a Professional Employer Organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the Contracting Entity as the Alternate Employer. The written notice must be provided to Contracting Entity at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Consultant's operations, coverage also must be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.
- D. Professional Liability/Errors and Omissions Insurance covering Consultant's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Consultant understands and agrees it must maintain such coverage for a period of not less than three years following this Agreement'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 \$5 million.
- F. Cyber Liability Insurance: The Consultant will secure and maintain cyber liability insurance coverage with limits of \$1 million per occurrence and \$2

million in the aggregate during the term of the Agreement, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of Contracting Entity Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and data/information loss and business interruption; any other liability or risk that arises out of the Agreement. The Consultant will add the Contracting Entity as an additional insured to its cyber liability insurance policy and provide to the Contracting Entity certificates of insurance evidencing the foregoing upon the Contracting Entity's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Consultant's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and Contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from Contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a Contract or agreement with the County.
- B. "County" shall mean the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the Contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended Contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and Contract language.

All solicitations and all new, renewed, extended, and/or amended Contracts shall contain language, which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded Contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new Contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing Contract, and failure to cure the breach within ten days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the Contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new Contract, or renewal, extension or amendment of an existing Contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in

payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following Contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A Contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular Contractor;
3. A purchase made through a State or Federal Contract;
4. A Contract where State or Federal monies are used to fund service-related programs including, but not limited to, voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement;
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process;
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National Contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and intermember with existing supplies, equipment, or systems maintained by the County pursuant to the Los Angeles Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision;

12. A nonagreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual Section P-0900 or a successor provision;
 14. Other Contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County Contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the Contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the Contract; and/or,
 2. Pursuant to Chapter 2.202, seek the debarment of the Contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2024)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Certificate.

Note: You are encouraged to notify all employees whose wages for 2024 are less than \$66,819 that they may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you

must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 3, 2025.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/FormsPubs. Or you can go to www.irs.gov/OrderForms to order it.

How Will My Employees Know if They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the Instructions for Form 1040.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2024 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2024 and owes no tax but is eligible for a credit of \$800, they must file a 2024 tax return to get the \$800 refund.

AGREEMENT FOR JOB ORDER CONTRACT (JOC) SYSTEM AND RELATED CONSULTING SERVICES

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

BY AND BETWEEN

THE COUNTY OF LOS ANGELES, a political
subdivision of the State of California, hereinafter
referred to as "Contracting Entity" or "County",

AND

THE GORDIAN GROUP, INC.,
hereinafter referred to as "Consultant" or
"Contractor".

The parties hereto do mutually agree as follows:

1. Definition

Contracting Entity means County. Other definitions and defined terms are contained in the various Exhibits attached to this Agreement.

2. Consultant's Services

The Scope of Services will be as outlined in Exhibit A (Scope of Services) dated January 2025. As provided in Exhibit A, Consultant will provide an existing JOC System that includes a Construction Cost Catalogue (i.e. JOC Book) and JOC Software, and provide Subscription Services that includes Support Services and Maintenance Services. Consultant's proposal is incorporated herein as a part of this Agreement. In the event that any conflict or inconsistency between this Agreement and Consultant's proposal are found, such conflict or inconsistency will be resolved by giving precedence first to the Agreement and the exhibits and attachments to the Agreement. The Exhibits to this Agreement are as follows:

Exhibit A - Scope of Work

- Exhibit A.1 - Functional and Technical Requirements
- Exhibit A.2 - Minimum System Requirements
- Exhibit A.3 - Acceptance Certificate
- Exhibit A.4 - Contract Discrepancy Report
- Exhibit A.5 - JOC Workflow

Exhibit B - Schedule of Prices
Exhibit C - Contractor Acknowledgement, Confidentiality, and Copyright
Exhibit D - Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement
Exhibit E - Third Party Products
Exhibit F - Performance Requirements Summary
Exhibit G - Additional Information Technology (IT) Provisions
Exhibit H - Information Security and Privacy Requirements
Exhibit I - Additional Provisions for CDC and the Housing Authority
Exhibit J - Indemnification and Insurance Provision
Exhibit K - Safely Surrendered Baby Law Flyer
Exhibit L - Defaulted Property Tax Reduction Program
Exhibit M – Internal Revenue Service Notice

No work will commence on this project until a written Notice to Proceed is issued by Contracting Entity. Contracting Entity does not guarantee or promise that any work will be assigned to Consultant under this Agreement until a written Notice to Proceed is issued by the Contracting Entity. Further, Consultant is not guaranteed any minimum amount of work or business under this Agreement for the JOC Program.

3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to Contracting Entity of the Services described in Section 2 (Consultant Services) above, including receipt and Acceptance of such work by Director of the Contracting Entity of Los Angeles Department of Public Works (hereinafter called Director). The Consultant will be compensated in accordance with the attached Schedule of Prices at Exhibit B for Phase 1 and Phase 2 work. After issuance of a Notice to Proceed by the Contracting Entity, the Consultant will be compensated according to the Schedule of Prices following Acceptance of work. An Agreement year is defined as a one-year period beginning on the execution date of this Agreement and each anniversary thereafter. Mileage is not reimbursable. There will be no additional cost for licensing, access to, or use of the JOC System that is separately applied by Consultant to Contracting Entity's contractors and consultants.

Contracting Entity agrees to pay Consultant at 2.1 percent of the dollar amount of each project work order for the Term (as defined herein) of the Agreement, in accordance with the Schedule of Prices attached to this Agreement as Exhibit B. Contracting Entity does not guarantee any number of project work orders, work or services of any specific monetary amount under this Agreement.

Consultant will invoice Contracting Entity upon the completion of tasks, subtasks, deliverables, and other additional services specified in this Agreement, Scope of Services, and any change orders, as applicable, and which have been approved in

writing by the Contracting Entity.

- a. Monthly payments for the work accomplished shall be made upon verification and Acceptance of such work by Director, as stated in Exhibit A (Scope of Services) and at the rate of 2.10 percent for the entire Term of the Agreement, as set forth in Exhibit B (Schedule of Prices). 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 Contracting Entity's discretion, upon prior written authorization by Director, and will be based on Consultant's Firm Fixed Hourly Rate attached to this Agreement as Exhibit B (Schedule of Prices).
- c. Consultant will not proceed with Professional Services or Optional Work not set forth in the Scope of Services or perform services outside the Agreement Term without an amendment to this Agreement as set forth in Section 49 (Supplemental/Amendment). Consultant will not be paid for any expenditure beyond the Agreement amount stipulated without an amendment to this Agreement.
- d. Consultant will provide access to the JOC System to Contracting Entity contractors and subcontractors at no additional cost.
- e. No Payment for Services Provided Following Expiration/Termination of Agreement: Consultant will have no claim against Contracting Entity for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment it will immediately notify Contracting Entity and will immediately repay all such funds to Contracting Entity. Payment by Contracting Entity for services rendered after expiration/termination of this Agreement will not constitute a waiver of Contracting Entity's right to recover such payment from Consultant. This provision will survive the expiration or other termination of this Agreement.
- f. A Cost of Living Adjustment will not be granted for this Agreement.
- g. Consultant will notify Contracting Entity when Agreement amount has been incurred up to 75% of the Agreement total.
- h. Contracting Entity will retain from each Phase 1 Deliverable payment, if applicable, ten percent (10%) of the payment ("Withhold(s)") as part security for the fulfillment of the Agreement by the Consultant to achieve Final Acceptance of the JOC System. The Withholds will be payable to the Consultant following Final Acceptance, subject

to any adjustment for any amounts arising under this Agreement owed to Contracting Entity by Consultant.

4. Equipment and Supplies

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

5. Contracting Entity's Responsibility

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

6. Contracting Entity's Representative

Director or Director's authorized representative, will represent Contracting Entity in all matters pertaining to the services to be rendered pursuant to this Agreement. Contracting Entity will also designate a project director (Contracting Entity Project Director) and project manager (Contracting Entity Project Manager) to oversee the day to day aspects of the JOC Program.

7. Term

- a. The Term of this Agreement will begin on the date of the Effective Date of this Agreement and allow for Phase I implementation work to occur. Following Final Acceptance of Phase I, the Term of the Agreement will include up to five (5) years in the initial Term to also include Phase II. At the sole discretion of the Contracting Entity, this Agreement may be extended for two (2) one-year option year(s) not to exceed a total Agreement period of seven (7) years (collectively, from the Effective Date through the total contract period of seven (7) years, if exercised by the County, the "Term"). No work will proceed until a Notice to Proceed is issued by the Contracting Entity for Phase I and Phase II work.
- b. The Consultant will notify Public Works when this Agreement is within six (6) months from the expiration of the Term as provided for hereinabove. Upon occurrence of this event, the Consultant will send written notification to Public Works at the address herein provided in Section 40 (Notices).
- c. If the Contracting Entity authorizes the Consultant in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Agreement will be

automatically extended solely to allow for the completion of such services.

8. Assignment and Delegation

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

9. Authorization Warranty

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

10. Budget Reductions

In the event that the Contracting Entity's Board of Supervisors adopts, in any fiscal year, a Contracting Entity Budget which provides for reductions in the salaries and benefits paid to the majority of Contracting Entity employees and imposes similar reductions with respect to Contracting Entity Contracts, the Contracting Entity reserves the right to

reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the Term of this Agreement (including any extensions), and the services to be provided by the Consultant under this Agreement will also be reduced correspondingly. The Contracting Entity's notice to the Consultant regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Consultant will continue to provide all of the services set forth in this Agreement.

11. Compliance with Applicable Law

In the performance of this Agreement, Consultant will comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

12. Compliance with Civil Rights Laws

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

13. Compliance with Jury Service Program

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

- a. Unless Consultant, 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), Consultant will have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- b. For purposes of this Section, Contractor means a person, partnership, corporation or other entity which has a Agreement with the County or a subcontract with a

County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or subcontracts. Employee means any California resident who is a full-time employee of Contractor. Full-time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor will also be subject to the provisions of this Section. The provisions of this Section will be inserted into any such subcontract Agreement and a copy of the Jury Service Program will be attached to the Agreement.

- c. If Consultant is not required to comply with the Jury Service Program when the Agreement commences, Contractor will have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Contractor will 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 will immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside the Jury Service Program's definition of Contractor and/or that Contractor continues to qualify for an exception to the Program.
- d. Contractor's violation of this Section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Contractor and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

14. Confidentiality

Consultant will maintain the confidentiality of all records and information, proprietary information, software codes, trade secrets, confidential information, etc., whether of Contracting Entity 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, Contracting Entity policies concerning information technology security and the protection of confidential records and information.

Consultant will inform all of its officers, employees, agents, and subconsultants providing services hereunder of the confidentiality provisions of this Agreement.

Consultant will sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement," Exhibit C. Consultant will cause each non-employee performing services covered by this Agreement to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment Confidentiality and Copyright Assignment Agreement," Exhibit D.

15. Conflict of Interest

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

The Consultant will comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the Term of this Agreement. The Consultant warrants that it is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it will immediately make full written disclosure of such facts to the Contracting Entity. Full written disclosure will 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 will be a material breach of this Agreement.

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

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

17. Employees of Consultant

Workers' Compensation: The Consultant understands and agrees that all persons furnishing services to the Contracting Entity pursuant to this Agreement are, for the purposes of Workers' Compensation liability, employees solely of the Consultant. Consultant will bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Contracting Entity under this Agreement.

Professional Conduct: The Contracting Entity does not and will not condone any acts, gestures, comments or conduct from the Consultant's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Contracting Entity will properly investigate all charges of harassment by residents, employees or agents of the Contracting Entity against any and all Consultant's employees, agents or subcontractors providing services for the Contracting Entity. The Consultant assumes all liability for the actions of the Consultant's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Consultant.

18. Contractor Employee Criminal Background Investigation

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

If a member of Consultant's staff does not pass the background investigation, Contracting Entity may request that the member of Consultant's staff be removed immediately from performing services under the Agreement. Contractor will comply with Contracting Entity's request at any time during the Term of the Agreement. Contracting Entity will not provide to Consultant or to Consultant's staff any information obtained through the Contracting Entity's background investigation. Contracting Entity, in its sole discretion, may immediately deny or terminate facility access to any member of Consultant's staff that does not pass such investigation to the satisfaction of the Contracting Entity or whose background or conduct is incompatible with Contracting Entity facility access. Disqualification of any member of Consultant's staff pursuant to this section will not relieve Consultant of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

19. Consultant Responsibility and Debarment

- a. A responsible Consultant 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 Contracting Entity'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 Contracting Entity's policy to conduct

business only with responsible Contractors.

- b. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the Contracting Entity Code, if the Contracting Entity acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the Contracting Entity 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 Contracting Entity 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 Contracting Entity.
- c. The Contracting Entity 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 Contracting Entity or a nonprofit corporation created by the Contracting Entity; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the Contracting Entity, any other public entity, or a nonprofit corporation created by the Contracting Entity, 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 Contracting Entity 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 will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 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 will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny or adopt the proposed decision and recommendation of the 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 Contracting Entity 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 Contracting Entity.

- 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

- i. These terms will also apply to subcontractors of Contracting Entity Contractors.

20. Consultant's Acknowledgement of Contracting Entity's Commitment to the Safety Surrendered Baby Law

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

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

Contractor acknowledges that Contracting Entity has established a goal of ensuring that all individuals who benefit financially from Contracting Entity through Agreement

are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon Contracting Entity and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and will during the Term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will 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 will constitute a default by Contractor under this Agreement.

22. Contracting Entity's Quality Assurance Plan

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

23. Contracting Entity Rights

The Contracting Entity may employ, either during or after performance of this Agreement, any right of recovery the Contracting Entity may have against the Consultant 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 Contracting Entity under this Agreement are in addition to any right or remedy provided by California law.

24. Damage to Contracting Entity Facilities, Buildings Grounds

- a. When applicable, the Consultant will repair, or cause to be repaired, at its own cost, any and all damage to Contracting Entity facilities, buildings, or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs will be made

immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

- b. If the Consultant fails to make timely repairs, Contracting Entity may make any necessary repairs. All costs incurred by Contracting Entity, as determined by Contracting Entity, for such repairs will be repaid by the Consultant by cash payment upon demand.

25. Employment Eligibility Verification

Consultant 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. Consultant will 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. Consultant will retain such documentation for all covered employees for the period prescribed by law.

26. Facsimile/Electronic Representations

The Contracting Entity and the Consultant 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 Agreement, such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

27. Fair Labor Standards

Consultant will comply with all applicable provisions of the Federal Fair Labor Standards Act.

28. Force Majeure

- a. Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's 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 Consultant will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Consultant and such subconsultant, and without any fault or negligence of either of them. In such case, Consultant will 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 Consultant 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 Consultant's failure to perform arises out of a force majeure event, Consultant 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 Agreement will be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder will be exclusively in the Contracting Entity of Los Angeles.

30. Independent Consultant Status

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

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

Consultant will 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 Consultant pursuant to this Agreement.

31. Indemnification and Insurance

The Indemnification and Insurance Provisions are set forth in Attachment 5 (Indemnification and Insurance Provision) of the RFP which will be attached as Exhibit J (Indemnification and Insurance Provision).

32. Liquidated Damages

- a. If, in the judgment of the Director, or his/her designee, the Consultant 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 Consultant'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 Consultant from the Contracting Entity, will be forwarded to the Consultant by the Director, or his/her designee, in a written notice describing the reasons for said action.
- b. If the Director or his/her designee, determines that there are deficiencies in the performance of this Agreement that the Director, or his/her designee, deems are correctable by the Consultant over a certain time span, the Director, or his/her designee, will provide a written notice to the Consultant to correct the deficiency within specified time frames. Should the Consultant fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) Deduct from the Consultant's payment, pro rata, those applicable portions of the Monthly Agreement Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Consultant 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 Consultant will be liable to the Contracting Entity for liquidated damages in said amount. Said amount will be deducted from the Contracting Entity's payment to the Consultant; and/or (c) Upon giving five (5) days notice to the Consultant for failure to correct the deficiencies, the Contracting Entity may correct any and all deficiencies and the total costs incurred by the Contracting Entity for completion of the work by an alternate source, whether it be Contracting Entity forces or separate private Consultant, will be deducted and forfeited from the payment to the Consultant from the Contracting Entity, as determined by the Contracting Entity.
- a. The action noted in this Section will not be construed as a penalty, but as adjustment of payment to the Consultant to recover the Contracting Entity cost due to the failure of the Consultant to complete or comply with the provisions of this Agreement.

- b. This Section will not, in any manner, restrict or limit the Contracting Entity's right to damages for any breach of this Agreement provided by law or as specified in Section b above, and will not, in any manner, restrict or limit the Contracting Entity's right to terminate this Agreement as agreed to herein.
- e. In addition to the above, Public Works may use Exhibit F, Performance Requirements Summary, to evaluate Contractor's performance. Please note, should an inconsistency be determined between the Scope of Work, Liquidated Damages, and the Performance Requirements Summary (Exhibit F), the higher service level in the judgment of Public Works will prevail.

33. CARD

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 an Agreement Term extension option.

34. Nondiscrimination and Affirmative Action

- a. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- b. The Consultant will certify to, and comply with, the provisions of Consultant's EEO Certification.
- c. The Consultant will 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 will 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 Consultant 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 Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political

affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

- f. The Consultant will allow Contracting Entity representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Section when so requested by the Contracting Entity.
- g. If the Contracting Entity finds that any provisions of this Section have been violated, such violation will constitute a material breach of this Agreement upon which the Contracting Entity may terminate or suspend this Agreement. While the Contracting Entity reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the Contracting Entity that the Consultant has violated the anti-discrimination provisions of this Agreement.
- h. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Agreement, the Contracting Entity will, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

35. Non Exclusivity

Nothing herein is intended nor will be construed as creating any exclusive arrangement with the Consultant. This Agreement will 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 Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party will, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

37. Notice of Disputes

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

38. Notice to Employees Regarding the Federal Earned Income Credit

Consultant will notify its employees, and will 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 will be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

39. Notice to Employees Regarding the Safely Surrendered Baby Law

The Consultant will notify and provide to its employees, and will 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 how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's, A Safely Surrendered Baby Law poster, in a prominent position at the Consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used.

40. Notices

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

CONTRACTING ENTITY

Department of Public Works
Business Relations and Contracts Division
Contract Section I, 8th Floor
900 South Fremont Avenue
Alhambra, CA 91803
(626) 458-4056

CONSULTANT

The Gordian Group, Inc.
Attn: Legal Department
30 Patewood Drive, Suite 350
Greenville, SC 29615
(800) 874-2291

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

41. Ownership of Contracting Entity Materials and Contracting Entity Data

- a. Except for preexisting materials created before the Effective Date of this Agreement, Consultant and Contracting Entity agree that all materials, including but not limited to, designs, specifications, techniques, plans, reports, deliverables,

data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of Deliverables, and any other materials or information developed under this Agreement 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, with the exception of the Consultant's JOC System, Software, JOC Book and non-customized portions of the training materials for the JOC System are and/or will be the sole property of Contracting Entity (hereafter collectively, "Contracting Entity Materials"). Further, all data entered into the System for Contracting Entity JOC work, and any other Contracting Entity data (collectively, "Contracting Entity Data"), will be the sole and exclusive property of the Contracting Entity. Consultant hereby assigns and transfers to Contracting Entity all Consultant's right, title and interest in and to all such Contracting Entity Materials developed under this Agreement. Consultant will retain ownership of Contractor's JOC System, Software, JOC Book and non-customized portions of the training materials, but County will be permitted to use these items pursuant to the license in Paragraph 2.0 of Exhibit G (Additional Information Technology (IT) Provisions).

Notwithstanding such Contracting Entity ownership in the Contracting Entity Materials, Consultant may retain possession of working papers and materials prepared by Consultant under this Agreement. During and for a minimum of five years subsequent to the Term of this Agreement, Contracting Entity will 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. Consultant will execute all documents requested by Contracting Entity and will perform all other acts requested by Contracting Entity to assign and transfer to, and vest in Contracting Entity, all Consultant's right, title and interest in and to the Contracting Entity Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Agreement. Contracting Entity will have the right to register all applicable copyrights, trademarks and patents in the name of the Contracting Entity of Los Angeles. Further, Contracting Entity will have the right to assign, license, or otherwise transfer any and all Contracting Entity's rights, title and interest, including, but not limited to copyrights, trademarks, and patents, in and to the Contracting Entity Materials.

- c. Consultant represents and warrants that the Contracting Entity Materials prepared herein under this Agreement, are the original work of Consultant and do not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the Contracting Entity Materials that are not the original work of Consultant, Consultant represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the Contracting Entity Materials.
- d. Consultant will affix the following notice to all Contracting Entity Materials: "© Copyright 2025 (or such other appropriate date of first publication), Contracting Entity of Los Angeles. All Rights Reserved." Consultant will affix such notice on the title page of all images, photographs, documents and writings, and otherwise as Contracting Entity may direct.
- e. Contracting Entity will also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all Contracting Entity Materials resulting from this Agreement. Contracting Entity will however, honor requests by Consultant seeking removal of all acknowledgment and/or attribution language relating to the Consultant, should Consultant no longer wish to receive attribution for its work on the Contracting Entity Materials.
- f. If directed to do so by Contracting Entity, Consultant will place the Contracting Entity name and Contracting Entity logo on Contracting Entity Materials developed under this Agreement. Consultant may not, however, use the Contracting Entity name and Contracting Entity logo on any other materials prepared or developed by Consultant that falls outside the scope of this Agreement.

42. Prohibition Against Inducement or Persuasion

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

43. Prohibition from Participation in Future Solicitation(s)

Neither Consultant nor any subsidiary of or subcontractor to Consultant will participate in any way in any future solicitation conducted by Contracting Entity that includes or is based upon any solicitation document that is developed as a result of the services rendered by Consultant under this Agreement. As this prohibition applies to subcontractors of the Consultant, Consultant will notify any subcontractors

providing services under this Agreement of this prohibition before they commence work under this Agreement. Any response to a solicitation submitted by Consultant or by any subsidiary of or subcontractor to Consultant in violation of this provision will be rejected by Contracting Entity. This provision will survive the expiration or other termination of this Agreement.

44. Public Records Act

- a. Any documents submitted by the Consultant; all information obtained in connection with the Contracting Entity's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Record Retention and Inspection/Audit Settlement Section of this Agreement; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of the Contracting Entity. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary," as well as any proprietary materials subject to Contractor's JOC System License. The Contracting Entity will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- b. In the event the Contracting Entity 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 Consultant agrees to defend and indemnify the Contracting Entity from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

45. Publicity

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

- b. The Consultant may, without the prior written consent of Contracting Entity, indicate in its proposals and sales materials that it has been awarded this Agreement with the Contracting Entity of Los Angeles, provided that the requirements of this Section will apply.

46. Record Retention and Inspection/Audit Settlement

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

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

Contracting Entity's Auditor-Controller, deducted from any amounts due to the Consultant from the Contracting Entity, whether under this Agreement or otherwise. If such audit finds that the Contracting Entity's dollar liability for such work is more than the payments made by the Contracting Entity to the Consultant, then the difference will be paid to the Consultant by the Contracting Entity by cash payment, provided that in no event will the Contracting Entity's maximum obligation for this Agreement exceed the funds appropriated by the Contracting Entity for the purpose of this Agreement.

47. Recycled Bond Paper

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

48. Subcontracting

- a. The requirements of this Agreement may not be subcontracted by the Consultant without the advance approval of the Contracting Entity. Subcontractors listed in the Consultant's Proposals are approved by Contracting Entity, unless otherwise indicated by Contracting Entity. Any attempt by the Consultant to subcontract without the prior consent of the Contracting Entity may be deemed a material breach of this Agreement.
- b. If the Consultant desires to subcontract, the Consultant will provide the following information promptly at the Contracting Entity'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 Contracting Entity.
- c. The Consultant is responsible for the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Consultant employees, and will require its Subcontractor(s) to defend, indemnify and hold harmless the Contracting Entity, and to carry appropriate levels of insurance with Contracting Entity being named as an additional insured.
- d. The Contracting Entity does not have contractual privity with the Subcontractor. The Consultant will remain fully responsible for all performances required of it under this Agreement, including those that the Consultant has determined to subcontract. Consultant will remain fully responsible for services rendered by any Subcontractor pursuant to a subcontract between the Consultant and Subcontractor.

- e. The Consultant will be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the Contracting Entity's consent to subcontract.
- h. The Consultant will obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the Contracting Entity from each approved Subcontractor. The Consultant will ensure delivery of all such documents to:

Department of Public Works
Business Relations and Contracts Division
Contracts Section I, 8th Floor
900 South Fremont Avenue
Alhambra, CA 91803
(626) 458-4069

before any Subcontractor employee may perform any work hereunder.

49. Supplemental/Amendment

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

50. Termination for Breach of Warranty to Maintain Compliance with Contracting Entity'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, will constitute default under this Agreement. Without limiting the rights and

remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Agreement pursuant to Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

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" will constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice will be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

52. Termination for Convenience

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

53. Termination for Default

- a. The Contracting Entity may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of Contracting Entity's Project Director:
 - Consultant has materially breached this Agreement; or

- Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the Contracting Entity may authorize in writing) after receipt of written notice from the Contracting Entity specifying such failure.
- b. In the event that the Contracting Entity terminates this Agreement in whole or in part as provided in this Section, the Contracting Entity may procure, upon such terms and in such manner as the Contracting Entity may deem appropriate, goods and services similar to those so terminated. The Consultant will be liable to the Contracting Entity for any and all excess costs incurred by the Contracting Entity, as determined by the Contracting Entity, for such similar goods and services. The Consultant will continue the performance of this Agreement to the extent not terminated under the provisions of this sub-Section.
 - c. Except with respect to defaults of any Subcontractor, the Consultant will not be liable for any such excess costs of the type identified in above sub-Section if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the Contracting Entity 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 Consultant. 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 Consultant and Subcontractor, and without the fault or negligence of either of them, the Consultant will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Consultant 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 Contracting Entity has given notice of termination under the provisions of this Section, it is determined by the Contracting Entity that the Consultant 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 will be the same as if the notice of termination had been issued pursuant to Termination for Convenience Section.
 - c. The rights and remedies of the Contracting Entity provided in this Section will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

54. Termination for Improper Consideration

Contracting Entity may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any Contracting Entity 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 Consultant's performance pursuant to the Agreement. In the event of such termination, Contracting Entity will be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

Consultant will immediately report any attempt by a Contracting Entity officer or employee to solicit such improper consideration. The report will be made either to Contracting Entity manager charged with the supervision of the employee or to Contracting Entity 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 Contracting Entity may terminate this Agreement forthwith in the event of the occurrence of any of the following: 1) Insolvency of the Consultant. The Consultant will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code; 2) The filing of a voluntary or involuntary petition regarding the Consultant under the Federal Bankruptcy Code; 3) The appointment of a Receiver or Trustee for the Consultant; or 4) The execution by the Consultant of a general assignment for the benefit of creditors.
- b. The rights and remedies of the Contracting Entity provided in this Section will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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, will fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of

this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

57. Termination For Non-Appropriation of Funds

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

58. Time Off for Voting

The Consultant will notify its employees and will 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 Consultant and subconsultants will 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.

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

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

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

60. Validity

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

61. Waiver

No waiver by the Contracting Entity of any breach of any provision of this Agreement will constitute a waiver of any other breach or of such provision. Failure of the Contracting Entity to enforce at any time, or from time to time, any provision of this Agreement will not be construed as a waiver thereof. The rights and remedies set forth

in this Section will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

62. Warranty Against Contingent Fees

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

63. Safety Standards and Accident Prevention

The Consultant will comply with all applicable federal, state and local laws governing safety, health and sanitation. The Consultant will provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Agreement.

64. Compliance with the County Policy of Equity

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

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

Contracting Entity, 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 with the Contracting Entity will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

The Consultant will 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.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

At any time during the duration of the Agreement, Consultant may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

66. Compliance with Contracting Entity's Zero Tolerance Human Trafficking

Contractor acknowledges that the Contracting Entity 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 Contracting Entity will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Agreement. Contracting Entity 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 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

67. Additional Information Technology (IT) Provisions

Exhibit G, Additional IT Provisions are incorporated into this Agreement. It is currently attached as Attachment 2 (Additional Information Technology (IT) Provisions) to the RFP. Consultant will also comply with Exhibit H, Information Technology and Privacy Requirements, which is currently attached as Attachment 3 (Information Technology and Privacy Requirements).

68. Additional Provisions for CDC and the Housing Authority

Exhibit I, Additional Provisions for Los Angeles County Development Authority, will be incorporated into this Agreement.

69. Compliance with Fair Chance Employment Practices

Contractor will 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 Agreement may constitute a material breach of the Agreement. In the event of such material breach, Contracting Entity may, in its sole discretion, terminate the Agreement.

70. Severability

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same will be deemed severable from the remainder of this Agreement and will in no way affect, impair or invalidate any other provision contained herein. If any such provision will be deemed invalid due to its scope or breadth, such provision will be deemed valid to the extent of the scope or breadth permitted by law.

71. Interpretation

No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if drafted by both parties hereto.

72. Entire Agreement

This Agreement constitutes the entire Agreement between Contracting Entity and Consultant and may be modified only by further written Agreement between the parties hereto.

[illegible]

IN WITNESS WHEREOF, the Contracting Entity has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of the Department of Public Works, and the Consultant 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

THE GORDIAN GROUP, INC.

By _____
Deputy Director
Department of Public Works

By _____
President

By _____
Secretary

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Truc L. Moore
Principal Deputy County Counsel

EXHIBIT A

SCOPE OF SERVICES

**JOB ORDER CONTRACT (JOC) SYSTEM
AND RELATED CONSULTING
SERVICES**

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EXHIBIT A.5 – DPW JOC Contracting Process

1.0 **INTRODUCTION**

1.1 **Introduction**

A Job Order Contract (JOC) is a flexible, cost-effective unit price contracting method used for maintenance, repair, and refurbishment of infrastructure and facilities of the County of Los Angeles (County) and the Los Angeles County Development Authority (LACDA) (each separately "Contracting Entity", or collectively "Contracting Entities"). For the County, its user departments in the JOC Program include the Department of Public Works, Internal Services Department, and the Department of Parks and Recreation. The volume of contracts issued in the JOC Program for each Contracting Entity is summarized below:

Contracting Entity	Estimated # of JOC Contracts Issued Yearly	Total Dollar Value of JOC Contracts
County of Los Angeles	71	\$346 Million
LACDA	15-20	\$87 Million

The Contracting Entity's management and implementation of the JOC Program is enhanced through the use of specialized software (hereinafter "JOC System" or "System") and related consultant services that include conducting market research to determine local prevailing costs for construction equipment, materials, and labor for vertical construction, horizontal construction, general work, and demolition; preparing and updating detailed Price Catalog/Technical Specifications that include unit prices and technical specifications; maintaining project control and estimating software; and providing technical support as needed.

Unless otherwise specified as an obligation of County or LACDA, Consultant 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 Agreement.

Exhibit A.5 (JOC Workflow) contains a flow chart that provides certain background on the JOC Program workflow. The JOC System will provide a consolidated view of JOC contracts and associated construction projects that are entered into the System. The Contracting Entities are seeking a JOC System that has the ability to allow for smarter, faster and more creative operating efficiencies, enhanced reporting, monitoring, long-term quality decisions and analytical capabilities based on the requirements enclosed.

Federally Funded Work

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

For federally funded work, the Contract Manager will, before assigning work to the Contractor, verify that the Contractor is not listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects. For your reference, a List of Debarred Contractors by U.S. Department of Labor's (DOL) Office of Federal Contract Compliance Programs (OFCCP) may be obtained by going to the following website: <https://sam.gov/content/home>.

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

If the Contractor is **not** listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, Public Works may offer said Contractor the federally funded work.

The Contractor is required to verify that its subcontractors are not listed on the governmental exclusions in the SAM, before assigning federally funded work to its subcontractors.

1.2 Project Scope

Consultant shall deliver the following as required by the Agreement, including this Scope of Services:

- Provide electronic Price Catalog and Technical Specifications.
- Provide existing Web Hosted Software that is configured to meet the County's requirements and form the JOC System that is compatible with the electronic Price Catalog/Technical Specifications, and that will allow users to access the electronic Price Catalog/ Technical Specifications.
- Generate all JOC System outputs for the duration of the Agreement, including forms and letters, reports, and data extracts, with such outputs being customizable by the Contracting Entity to meet the various needs of the Contracting Entity, including revisions to template documents and reports.
- Host multiple feedback sessions with the Contracting Entity, implement changes, and provide training.
- Provide full time staff support for each Contracting Entity.

The JOC Consultant Services will consist of Phase I and Phase II. Phase I will consist of providing JOC unit price book/Technical Specifications and the configured JOC System that is a web hosted software program, along with support staff for the JOC Program. Upon Consultant achieving Final Acceptance for the JOC System and Contracting Entity's acceptance of Phase I, the Consultant may receive a notice to proceed (NTP) to Phase II. Phase II will consist of support staff and subscription services, which will include maintenance services, for the Price Catalog/Technical Specifications and JOC System, as indicated below:

Phase I (JOC System) consists of two modules:

- Module 1 – Price Catalog and Technical Specifications
- Module 2 – JOC Software as a Service Program (JOC System)

Phase II (Support System) consists of Support Staff and Maintenance Services supporting the JOC System.

2.0 **GENERAL REQUIREMENTS**

This Section provides certain background on Consultant and place of performance, and the specified methods for managing and delivering the tasks, Deliverables, goods, Services and other work described in the SOS.

2.1 Contracting Entity Resources

Contracting Entity will provide the following:

Contracting Entity JOC Team will provide leadership and support for the JOC Consultant Services project described in this SOS ("JOC Consultant Services") to include monitoring the JOC program project progress against the Contracting Entity-approved Consultant's Project Schedule timelines and milestones, project costs, and project risk assessment. Contracting Entity JOC Team will help identify and solicit Contracting Entity resources, oversee periodic external project management audits, approve any plans related for transition to production and monitor that transition, and serve as the final escalation point for project issues.

Contracting Entity's Project Director has the responsibilities described in Section 6 (Contracting Entity's Representative) of the Agreement, and also: Oversee the JOC Consultant's day-to-day activities; monitor Consultant performance of the Agreement; coordinate activities between Contracting Entity staff on the Contracting Entity Project Team and Consultant staff on the Consultant Project Team on a regular basis; acceptance of all deliverables and other work under Section 4.0 (Acceptance) of Attachment 2 (Job Order Contract-Additional Information Technology (IT) Provisions) of the Agreement; and Provide direction and serve as liaison to Consultant in areas relating to policy, information, and procedural requirements.

Contracting Entity's Project Manager has the responsibilities of receiving all documents, requests, reports, and information regarding this project. The Contracting Entity's Project Manager assists the Contracting Entity's Project Director with ensuring that tasks are defined and understood by the Consultant. The Contracting Entity's Project Manager will track and give the Consultant guidance and instructions to complete the Deliverables.

Contracting Entity Staff on the Contracting Entity JOC Team, consisting of the aforementioned staff, is responsible for certain project activities, as determined by Contracting Entity's Project Director, including working with Consultant staff, providing certain subject matter expertise and additional resources for workgroups, requirements validation, testing, and review of Deliverables and other work.

2.2 Consultant Resources: Key Staff

Consultant shall provide the following Consultant key staff, which shall be part of Consultant's project management team. All proposed staff

must perform and render all Services within the continental United States:

Consultant Project Director shall be a full-time employee of Consultant responsible for Consultant's overall performance of the Agreement and shall have the authority to commit resources of Consultant to address all needs and requirements addressed in this Agreement.

Consultant's Project Manager shall be a full-time employee of Consultant and shall be assigned full-time on-site at the Project Office or other location(s) approved by Contracting Entity's Project Director for this Agreement. Consultant Project Manager shall report directly to Consultant Project Director. Consultant's Project Manager shall serve as the primary point-of-contact between Contracting Entity's Project Director and Consultant. Consultant's Project Manager is responsible for the overall day-to-day management and coordination to ensure that all Deliverables and other requirements are completed successfully and that all Agreement dates are met.

Access to County data shall be limited only to Consultant or Service Provider's personnel to perform work necessary as defined in the scope of services. County's Project Manager shall be notified in writing of any third-party which the Contractor is required to share County data. The notification shall address what type of information/data is being shared and how the program participants can "opt-out".

2.3 Deliverable Acceptance Criteria (General)

Consultant shall develop Consultant's Project Schedule as part of Deliverable 1.1 (Project Control Document (PCD) that defines the schedule of Deliverables, identifying any dependencies between Deliverables that require Contracting Entity approval of one or more prior Deliverables. Once this schedule is approved, unless otherwise authorized in writing by Contracting Entity's Project Director, Deliverables must be approved by Contracting Entity's Project Director according to this schedule prior to Consultant beginning work on any subsequent Deliverables.

If Consultant begins work on the next scheduled Deliverable without receiving Contracting Entity's Project Director approval, Consultant does so at Consultant's sole risk, including Contracting Entity right to withhold payment pursuant to Section 3 (Consideration) of the Agreement. In general, Contracting Entity requires a minimum of ten (10) business days to review each Deliverable, with a corresponding ten (10) business days resolution period for Consultant to correct any Deficiencies regarding the Deliverable. However, Consultant acknowledges and

agrees that some Deliverables may require a more extensive review and resolution and will be notified by Contracting Entity of a time-frame for review. Contracting Entity reserves the right to extend any review of any deliverable.

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

Consultant shall submit each Deliverable to Contracting Entity in an electronic copy format in the Microsoft Office Suite in a Contracting Entity-specified version. Contracting Entity's right to approve all Deliverables and other work, as set forth in Section 4.0 (Acceptance) of Attachment 2 (Job Order Contract-Additional Information Technology (IT) Provisions) of the Agreement, shall not be limited in any way by the contents of any prior approved Deliverable by Contracting Entity.

3.0 SCOPE OF SERVICES

3.1 TASK 1: PROJECT ADMINISTRATION

Consultant shall provide full project management, planning, monitoring, supervision, tracking, and control for all project activities during the term of the Agreement, which includes Phase 1 and Phase 2. Consultant shall employ project management standards and practices, including Integration Management, Scope Management, Time Management, Cost Management, Quality Management, Human Resource Management, Communications Management, Risk Management and Procurement Management, in the performance of all work.

3.1.1 Subtask 1.1: Project Initiation

Consultant shall perform the following work in this Subtask:

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

Consultant shall deliver and present Deliverable 1.1, PCD to Contracting Entity at a meeting within thirty (30) days of the Effective Date of Board approval. Approval by Contracting Entity's Project Director of Deliverable 1.1, PCD must occur before any further work under the Agreement may continue. At Contracting Entity's Project Director's request, from time-to-time during the term of the Agreement, Consultant shall provide an updated PCD.

As part of Deliverable 1.1, PCD, Consultant shall include the initial version of Consultant's Project Schedule, developed in Contracting Entity-specified version of Microsoft Project (or such other project management software as approved in advance by Contracting Entity's Project Director). In Consultant's Project Schedule, Consultant shall identify the time required to complete all tasks and subtasks. Within ninety (90) days after the Effective Date, Consultant shall prepare and submit Deliverable 1.2 (Incoming Orientation Plans) to provide appropriate knowledge transfer from the Contracting Entity to Consultant regarding existing functionality and business processes.

Contracting Entity will review Deliverable 1.2 (Incoming Orientation Plans) with Consultant to verify its completeness. Consultant shall revise Deliverable 1.2 (Incoming Orientation Plans), as appropriate, following the joint review with Contracting Entity. Consultant shall incorporate all orientation activities into Consultant's Project Schedule.

3.1.1.1 Deliverable 1.1: Project Control Document (PCD)

Consultant shall provide the PCD which shall include:

1. All work described in this SOS and elsewhere in the Agreement;
2. An approach to completing all work, including a work breakdown structure (WBS) with task and subtask descriptions, associated Deliverables, and resource requirements;
3. Consultant's Project Schedule shall include:
 - A. All Deliverables, including those referenced in Exhibit B (Pricing Schedule);
 - B. All tasks, subtasks, Deliverables and other work;
 - C. Start date and date of completion for each Deliverable, task, subtask, and other work;

- D. Proposed Contracting Entity review period for each Deliverable; and
 - E. Proposed milestones;
4. Identification of all Consultant Key Staff, including those described in Section 2.2 (Consultant Resources);
 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 prior to being approved. The change management process may vary from item to item, as determined by Contracting Entity's Project Director.

3.1.1.2 Deliverable 1.2: Incoming Orientation Plans

Consultant shall provide an Incoming Orientation Plan for JOC System. The Incoming Orientation Plan for JOC System shall include:

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

3.1.2 Subtask 1.2: Ongoing Project Administration

Consultant shall perform ongoing project administration during the term of the Agreement, which shall include:

1. Manage all Consultant staff, including Subconsultant staff,

assigned to the project;

2. Coordinate with other Contracting Entity departments, or external agencies, as appropriate;
3. Manage issues raised by Contracting Entity and documented in bi-weekly status reports;
4. Provide planning and direction in accordance with the Contracting Entity approved PCD, ensuring that proper project management controls exist and are in use;
5. Provide change management;
6. Provide routine and realistic assessments of progress as targeted in Consultant's Project Schedule;
7. Implement quality assurance measures that allow the delivery of high quality, effective Deliverables to Contracting Entity;
8. Manage all Consultant supplied facilities directly related to the project;
9. Participate in the Deliverable review/resolution process for all Deliverables;
10. Provide updated copies of the PCD, including Consultant's Project Schedule, which incorporates only Contracting Entity -approved variances from the current Contracting Entity -approved PCD; and

Consultant Project Director shall submit bi-weekly (every two weeks) status reports in a Contracting Entity -specified format to Contracting Entity's Project Director throughout the term of the Agreement. The first bi-weekly status report shall be due to County's Project Director fourteen (14) days after the Effective Date, with subsequent reports due every other Tuesday thereafter for the term of the Agreement. Consultant shall compare actual progress for the preceding bi-weekly period with current County-approved Consultant's Project Schedule and discuss any variances and work scheduled for the following period. In each bi-weekly status report, Consultant shall include:

1. Consultant Project Director Name;

2. Consultant Name;
3. Reporting period start and stop dates;
4. Date of report;
5. Highlights of the reporting period;
6. Tasks, subtasks and other work completed during the reporting period which were not scheduled;
7. Tasks, subtasks, and other work completed during the reporting period which were scheduled;
8. Tasks, subtasks, and other work started during the reporting period;
9. Tasks, subtasks, and other work in progress during the reporting period;
10. Tasks, subtasks, and other work scheduled for completion during the reporting period which were not completed;
11. Activities for the next reporting period;
12. Issues identified during that reporting period;
13. Issues resolved during that reporting period;
14. Corrections to the prior bi-weekly status report;
15. Meetings scheduled for the next reporting period; and
16. Any other items requested by County's Project Director.

Consultant's Project Director shall attend bi-weekly status meetings with County's Project Director to review any issues, and the status of Consultant's Project Schedule. Consultant shall deliver an updated PCD and include an indication of any variance from the current County-approved Consultant's Project Schedule affecting the project's schedule, resources, or impacting the project's critical path. All variances shall be presented to County's Project Director for approval at the bi-weekly status meeting or as directed by County's Project Director. Consultant shall send an updated copy of the PCD incorporating only County-approved variances to County's

Project Director for approval no later than twenty-four (24) hours prior to any subsequent bi-weekly status meeting.

3.1.2.1 Deliverable 1.3: Ongoing Project Administration

Consultant shall provide ongoing project administration to include:

1. JOC System bi-weekly status reports; and
2. Updates to the PCD, including Consultant's Project Schedule.

3.2 TASK 2 – MODULE 1 - PRICE CATALOG AND TECHNICAL SPECIFICATIONS

Consultant shall provide and maintain a Price Catalog and Technical Specifications which includes a comprehensive database containing each of the individual construction tasks and their corresponding unit process based on the Construction Specification Institute (CSI) Master format. Unit prices in the Price Catalog will be specifically on current market conditions in the county of Los Angeles for labor, equipment, and materials for vertical construction, horizontal construction, demolition, general work, and special construction consisting of historical restoration, work in secure prison facilities, and work in hospitals requiring Office of Statewide Health Planning and Development review and inspections.

3.2.1 MODULE 1 – Price Catalog and Technical Specifications

Consultant shall provide, maintain, update, and customize a comprehensive set of Technical Specifications or make reference to the most current edition of the Standard Specifications for Public Works Construction ("Green Book") at County's discretion for each of the construction tasks that are listed in the Price Catalog. The Price Catalog and Technical Specifications shall include, but not be limited to, the following:

1. Consultant shall maintain and update pricing in the Price Catalog including researching and adding new items (items previously not priced, on an as-needed basis, at no additional cost). The unit price for a Non-Pre-priced item shall be researched and generated within a time period as agreed upon with County, in the same manner as a pre-priced item. Each unit price shall contain the direct labor, equipment, and material costs necessary to accomplish that individual task for installation and demolition. Price Catalog line items shall be broken down by quantities and

task specific modifiers. Each line item will be broken down to the level of detail required by the County.

At a minimum each line item shall contain the following information:

- A. Item name
 - B. Item description
 - C. Unit of Measure
 - D. Price
2. Consultant shall update crew composition and local productivity factors for each of the construction tasks in the Price Catalog on a regular basis, at no additional cost. Consultant is responsible for maintaining the accuracy of the Price Catalog which includes:
- A. Maintain the integrity of the CSI numbering system
 - B. Improve line item task descriptions
 - C. Add new line item tasks as requested by County
 - D. Remove outdated line item tasks that are no longer used or available
 - E. Review for accuracy of items
 - F. Monitor local area pricing
 - G. Incorporate current construction practices and materials
 - H. At the request of the County, publish a new unit price book for each JOC Solicitation by the County, incorporating all updates and pricing.
3. Consultant shall provide regular maintenance of the customized Technical Specifications including, but not limited to, the following:
- A. Develop new specifications for newly added tasks
 - B. Incorporate current construction practices, standards and materials
 - C. At the request of the County, publish new Technical Specifications and unit prices for each additional JOC solicitation by the County incorporating all updates. adopted prices that will be used for the duration of the contract.
4. Consultant shall provide the Price Catalog and Technical Specifications with the approved Price Catalog and Technical Specifications on compact disk (CD) in a printable electronic format on an as-needed basis and provide one (1) print copy of

approved Price Catalog and Technical Specifications at the request of the County. Each job order unit price book shall remain the same once it is adopted and approved by the Board of Supervisors. The adopted unit price book assigned to a contract shall keep the original

4.1. Verification of Prices for Each Requested Unit Price Book

The Consultant must provide certification from a third-party cost estimator that all line items are current with market conditions and contain accurate pricing for Los Angeles County. The cost estimator must have a minimum of 5 years of experience including one or more of the following certifications: American Society of Professional Estimators - Certified Professional Estimator (CPE); International Cost Estimating & Analysis Association (ICEAA) – Certified Cost Estimator/Analyst (CCEA); and AACE International - Certified Estimating Professional (CEP). The certification will be requested on an as needed basis or for each updated unit price book requested by the County.

The Consultant must provide a report indicating which unit price items have been updated. The report must include but not limited to the following: line-item number, line-item description, original amount, revised amount, percentage difference, added line items, deleted line items, etc. The report will be requested on an as needed basis or for each updated unit price book requested by the County.

3.3.1.1 Deliverable 2.1: Price Catalog and Technical Requirements

Consultant shall provide the Price Catalog and Technical Specifications, and all related work, as outlined in this section.

3.2.2 MODULE 1 – Analysis and Verification of Price Catalog and Technical Specifications

1. County shall conduct a thorough analysis of Consultant's Price Catalog and Technical Specifications to verify data to be reasonable and within current industry and market conditions. The analysis and verification may consist of using the Consultant's Price Catalog and Technical Specifications to prepare mock cost proposals using sample project(s) frequently carried out by the County.
2. Upon request of the County, Consultant shall provide County all supporting data for verification and validation of prices in the Price

Catalog and Technical Specifications.

3. County shall review and provide final acceptance of the Price Catalog and Technical Specifications prior to its use.

3.2.2.1 Deliverable 2.2

Consultant shall provide Contracting Entity all supporting data for verification and validation of the Price Catalog and Technical Specifications for sample projects conducted during the analysis and verification process conducted by the County.

TASKS 3 THROUGH 10 – MODULE 2 JOC System

The following remaining Tasks describes the work that the Consultant shall perform as it relates to the JOC System.

- Task 3 – Requirements Verification and Analysis
- Task 4 – JOC System Design
- Task 5 – JOC System Configuration and Development
- Task 6 – JOC System Testing
- Task 7 – Training
- Task 8 – Implementation and Go Live
- Task 9 – Contract Discrepancy Report
- Task 10 – Outgoing Transition Services

Consultant shall work collaboratively with key stakeholders, including Users as defined in Section 1.19 (Users) of Attachment 2 (Additional Information Technology (IT) Provisions), County and LACDA who will interact with the JOC System. Consultant will update Deliverables, as needed, for each Phase on which it receives a notice to proceed.

3.3 TASK 3: REQUIREMENTS VERIFICATION AND ANALYSIS:

Consultant shall perform the following work during this Task 3:

1. Plan Task 3 with County and other stakeholders; and
2. Analyze and verify all JOC System functional and technical requirements.

3.3.1 Subtask 3.1: Planning for Requirements Verification

Consultant, working in conjunction with County designated stakeholders, shall plan the schedule for the activities in Task 3 (Requirements

Verification and Analysis). The planning shall include the development of schedules and locations for the appropriate analysis and meetings with County and others approved by County, as well as identification of the key participants for each meeting.

3.3.1.1 Deliverable 3.1: Requirements Verification Schedule

Consultant shall provide the Requirements Verification Schedule that describes the proposed number of meetings, names of anticipated participants, proposed agenda(s), and updates to Consultant's Project Schedule. The updates to Consultant's Project Schedule will include the detailed activities, schedule, and resources required for completing Task 3 (Requirements Verification and Analysis).

3.3.2 Subtask 3.2: Analyze and Verify the JOC System Requirements

Consultant shall conduct a thorough verification of all functional and technical requirements. Consultant shall validate all functional and technical requirements and verify that all requirements have been identified. As a result of this subtask, Consultant shall establish a complete set of JOC System baseline functional and technical requirements that will serve as the basis for JOC System design and development. Consultant shall accomplish this by completing the following steps:

1. Reviewing the Agreement with Exhibit A.1 (System Requirements);
2. Conducting any indicated clarification sessions with County staff and County-specified key Users of the JOC System to ensure a common understanding of the requirements; and
3. Requesting additional information, as appropriate, to ensure a thorough understanding of the requirements.

Consultant shall record all functional and technical requirements in the requirements traceability and verification tool. Consultant shall ensure that:

1. Additional documentation, such as clarifications, details, and/or examples that help more thoroughly define a requirement, shall be attached to the appropriate requirement(s); and
2. All Requirements Traceability Matrix links between each unique functional, and technical requirement and other related functional

and technical requirements, including Exhibit A.1 (System Requirements), documents (e.g., clarifications or examples), or other Deliverables.

Consultant shall prepare Deliverable 3.2 (System Requirements Document (SRD)), summarizing Consultant's analysis and verification of the functional, and technical requirements, including any impacts to the proposed JOC System design concept and its related requirements, specifications and components prior to initiating design. This document shall serve as the foundation for future design and development.

Consultant shall prepare Deliverable 3.3 (Requirements Traceability Matrix and Report) that includes any unresolved traceability issues. Deliverable 3.3 (Requirements Traceability Matrix and Report) shall be used to ensure that all technical requirements can be clearly traced to the business or functional requirements that they must support. Consultant shall use County business processes, workflows, terminology and nomenclature wherever possible. The Requirements Traceability Matrix and Report can also be used to ensure that all proposed JOC System business logic can be traced to the supporting business need or County objective. This matrix will be used as a quality assurance tool throughout the JOC System design and development process and shall be updated by Consultant as needed for subsequent activities.

3.3.2.1 Deliverable 3.2: System Requirements Document (SRD)

Consultant shall provide a SRD that shall document the complete set of verified functional and technical requirements for the JOC System, describing in detail what the JOC System must do and other attributes the JOC System must have in order to provide and support all services.

3.3.2.2 Deliverable 3.3: Requirements Traceability Matrix and Report

Contractor shall provide a Requirements Traceability Matrix and Report to establish that all links for each functional and technical requirement, as set forth in Exhibit A.1 (System Requirements), to other supporting requirements, including Exhibit A.1 (System Requirements), documents (e.g., clarifications or examples), or other Deliverables, have been successfully documented. Contractor shall also indicate any unresolved traceability issues.

3.4 TASK 4: JOC SYSTEM DESIGN

Consultant shall provide a JOC System design based on Deliverable 3.2 (SRD) and Deliverable 3.3 (Requirements Traceability Matrix and Report). The design shall be documented in the JOC System Design Document and include the following considerations:

- Assumptions, limitations, and constraints.
- Hosted Environments. Consultant shall define and document the various hosted environments (e.g., Test, Staging, Production, Reporting, etc.) used throughout the contract term. Documentation shall include a description of each hosted environment and maintenance-related processes (replication, etc.) for non-production environments. The JOC System shall include a minimum of two (2) hosted environments.
 - Test – the environment to facilitate JOC System testing or validation before changes are deployed to the Production environment.
 - Production – the environment where the live, operational version of the JOC System is deployed and accessed by end-users.
- JOC System Architecture. Consultant shall develop the JOC System’s architectural design and identify all technologies and components, including third-party products, used in the JOC System.
- Functional Design. Consultant shall develop the functional design of each requirement listed on Deliverable 3.2 (SRD). The functional design shall include the requisite data fields, data flows, business logic, and user interface specifications.
- Customizations. If customizations are required to meet County’s requirements, Consultant shall define the sustainable approach for JOC System customizations and identify all customizations. All customizations shall be part of the JOC System and are subject to the terms of this agreement throughout the Contract term.

3.4.1.1 Deliverable 4.1: JOC System Design Document

Consultant shall provide the JOC System Design Document as required in this Task 4.

3.5 TASK 5: JOC SYSTEM CONFIGURATION AND DEVELOPMENT

Upon County’s approval of Deliverable 4.1 (JOC System Design Document), Consultant shall provision, set up, configure, and customize (when applicable) the JOC System per Deliverable 4.1 (JOC System Design Document).

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

3.5.1.1 Deliverable 5.1: Working System, configured based on the JOC System Design Document.

Consultant shall deliver the configured system as required in this Task 5.

3.6 TASK 6: JOC SYSTEM TESTING

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

Consultant shall:

1. Develop a detailed test plan that defines the approach to testing, including methodologies, techniques, and tools to be used and, at minimum, shall include the following:
 - a. Functional testing, addressing all requirements listed in Deliverable 3.2.1 (System Requirements Document).
 - b. Stress testing, measuring system performance under heavy usage to validate meeting performance targets. Consultant shall perform performance analysis and tuning until performance targets are met or as agreed to by County.
 - c. User Acceptance Testing (UAT), describing the use cases and UAT processes. Consultant shall collaborate with County to define the use cases for each user type.
 - d. Testing environments with a description and purpose for each environment (test and production, etc.). Consultant shall provide testing environments unless stated otherwise by County.
 - e. Test tools that will be utilized. Consultant shall provide all testing tools unless stated otherwise by County.
 - f. Test participants and their roles during the test process.
 - g. Test schedule, detailing the timeline for performing the tests, aligned to the project schedule.
 - h. Reporting and issue resolution process, which describes how issues will be reported and resolved.
 - i. Exit criteria that must be met before testing can be considered complete to proceed with Task 8: Implementation and Go-Live. Consultant shall collaborate with County to define the exit criteria.
2. Prepare and provide all materials needed to conduct testing, such as test scripts, tools, and environments.
3. Execute the test plan.
4. Document and present all test results in a report to County

that shall include, but not be limited to, the following:

- a. Functional, stress, and user acceptance test results indicating successful completion of all tests.
- b. Test issue and resolution logs.

Deliverable 6.1: Test Plan, as required in this Task 6.

Deliverable 6.2: Test Materials. Consultant shall deliver test scripts, test tools, and test environment.

Deliverable 6.3: Test Completion Report, as required in this Task 6.

3.7 TASK 7: TRAINING

Consultant shall deliver training to all JOC System Users and provide knowledge transfer to designated County staff. Consultant shall:

- Develop a detailed User Training Plan identifying the strategy and approach for training all System Users. The User Training Plan shall include, but not be limited to, the following:
 - Training topics.
 - List of all training materials that will be developed and delivered. All training materials shall reflect the configurations and workflows specific to the County.
 - Training methods such as classroom or instructor-led training, self-paced computer-based training, and/or online or e-learning/webinars.
 - Training schedule.
- Develop and deliver all training materials necessary to conduct user training.
- Conduct training for all JOC System Users.
- Prepare a Monitoring and Operations Guide, which includes practices specific to County's configurations and workflows for JOC System Administrators to monitor and operate the System effectively.

Deliverable 7.1: Training Plan, as required in this Task 7.

Deliverable 7.2: Training Materials (hardcopy and electronic formats), as required in this Task 7.

Deliverable 7.3: Training Log, listing the dates and attendees in which training was provided.

Deliverable 7.4: Monitoring and Operations Guide, as required in this Task 7.

3.8 TASK 8: IMPLEMENTATION AND GO-LIVE

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

- Meet with County to identify Go-Live requirements and constraints and develop a detailed Go-Live Plan which identifies the steps and activities to deploy the JOC System to all System Users for live, production use. The Go-Live Plan shall include, but is not limited to, the following:
 - Go-Live team and responsibilities.
 - Go-Live schedule with dates and times for each Go-Live activity.
 - Pre-Go-Live Activities, outlining all tasks that need to be completed before Go-Live.
 - Go-Live Methodology, including the rationale behind the chosen methodology.
 - Communication plan such as notification to System Users, stakeholders, and support teams.
 - Backup, rollback procedures, and decision points in case critical issues are encountered during the Go-Live process.
 - Post-Go-Live activities immediately following Go-Live such as monitoring system performance and post-Go-Live testing.
- Conduct a minimum of three (3) Go-Live simulations. After each Go-Live simulation, Consultant shall prepare, submit, and review a simulation report with County, which summarizes the outcome of the Go-Live simulation and includes information such as observations, issues encountered, resolutions applied, and lessons learned. Consultant shall adjust the Go-Live Plan based on lessons learned from each simulation.
- Execute the Go-Live Plan.
- Immediately following the Go-Live, Consultant shall submit a Go-Live Completion report and conduct a Post-Go-Live review with County to assess the success of the Go-Live. The Go-Live report shall include, but not be limited to, the following:
 - Activities completed.
 - Outcomes.
 - Observations during the Go-Live process.
 - Follow-up actions or steps to be taken post-Go-Live.

Deliverable 8.1: Go-Live Plan, as described in this Task 8.

Deliverable 8.2: Three (3) Go-Live Simulation Reports, as described in this task 8.

Deliverable 8.3: Go-Live Completion Report, as described in this Task 8.

Deliverable 8.4: Final Acceptance Certification

Consultant shall provide the Final Acceptance Certification, certifying: (i) successful completion of implementation and that Consultant has

completed all work necessary for the JOC System to be available for Production Use by all Users; (ii) Deficiencies identified by Consultant or County during Phase 1 (JOC System) have been corrected by Consultant in accordance with this SOS; (iii) corrections of such Deficiencies have been approved by County's Project Director; (iv) following County's Project Director's approval of all such corrections, the JOC System has performed for thirty (30) consecutive days in compliance with the Specifications, including all performance requirements and (v) providing a technical requirements validation report confirming that all technical requirements described in Exhibit A.1 (System Requirements) were verified in the production environment and accepted by the County's IT Staff. The Certification shall also document the review with County of Deliverable 8.3 (Go-Live Completion Report), including agenda, attendees, action items and supporting documentation.

County requires thirty (30) days to approve this Deliverable 8.4. County approval of this Deliverable 8.4 shall signify Final Acceptance of the JOC System by County.

Consultant shall provide an updated PCD, Requirements Traceability Matrix, JOC System Training Plans, and any other applicable documents.

3.9 TASK 9: CONTRACT DISCREPANCY REPORT (EXHIBIT A.4)

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

The County Contract Project Director will determine whether a formal Contract Discrepancy Report in the form attached hereto as Exhibit A.4 shall be issued. Upon receipt of this document, the Consultant is required to respond in writing to the County Contract Project Director within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Director within five (5) business days.

3.9.1 Subtask 9.1: Adherence to Contract Discrepancy Report

Consultant is responsible for the resolution of all discrepancies as listed in the Contract Discrepancy Report (CDR).

3.9.1.1 Deliverable 9.1: Contract Discrepancy Report

Consultant shall respond to the CDR with its action plan.

3.9.1.2 Deliverable 9.2: Contract Discrepancy Report Update

Consultant shall consult County to update the CDR as it remedies the discrepancy and/or modify the CDR accordingly.

3.9.1.3 Deliverable 9.3: Contract Discrepancy Report Completion

Consultant shall comply with the CDR to complete the discrepancy.

3.10 TASK 10: OUTGOING TRANSITION SERVICES

The objective of this task is to provide County with the services required to successfully transition the System to another product/platform or new provider and ensure there will be continuity in service as the System transitions to the new platform or service provider.

The Contractor shall provide the following transition services, to either transition the County's data to another product, or the hosting platform to a new provider, in the event: (1) the proposed Agreement term has ended; or (2) the Contractor is in default of any obligation and requirement or the Contractor's work or performance is determined by the County to be defective, sub-standard, or if audit exceptions are identified, and the County finds the Contractor in breach of contract.

The required transition services include:

1. Complete a thorough assessment of the status and priority of all:
 - a. Current work activities;
 - b. Risks and issues;
 - c. Deliverables;
 - d. Configuration;
 - e. Integrations;
 - f. Development items;
 - g. Environments;
 - h. Staffing.
2. Develop, in cooperation with the County, the Outgoing Transition Services Plan that will guide the transfer of responsibilities and work activities. The Outgoing Transition Services Plan will include, at a minimum:

- a. Schedule;
- b. Milestones;
- c. Costs Impacts;
- d. Work Activities;
- e. Assigned Personnel;
- f. Completion Criteria for all Items in the Assessment.

Furthermore, to the extent that transition services are required for any mandatory or optional hosting elements described in the Scope of Work, the Contractor shall provide relevant transition services to support the move from the existing hosting environment to another hosting environment or County facility, as appropriate.

Contractor shall carry out the activities described in Task 10. Deliverables shall be reviewed and approved, in writing, by the County Project Manager and County Project Director.

3.10.1.1 Deliverable 10.1: Outgoing Transition Services Plan

Contractor will provide the Outgoing Transition Services Plan as required in this Task 10.

3.10.1.2 Deliverable 10.2: Transition Services

Contractor will provide the Transition Services as required in this Task 10.

4.0 DELIVERABLE SUMMARY

This Section 4 provides a summary of all Deliverables for Phase 1 (JOC System) as detailed in the sections above. County requirements for due dates are specified. As part of Consultant's Project Schedule, Consultant shall provide a proposed schedule for the submission of all Deliverables to County in accordance with County requirements.

PHASE 1 (JOC SYSTEM) DELIVERABLES:

Table 1: Deliverables for Task 1 – Project Administration

Del. #	Para.	Deliverable Name	Due Date
1.1	3.1.1.1	Project Control Document (PCD)	Effective Date + 30 days
1.2	3.1.1.2	Incoming Orientation Plans	Effective Date + 90 days
1.3	3.1.2.1	Ongoing Project Administration	In PCD

Table 2: Deliverables for Task 2 – Price Catalog and Technical

Specifications

Del. #	Para.	Deliverable Name	Due Date
2.1	3.3.1.1	Price Catalog and Technical Specifications	TBD
2.2	3.2.2.1	Consultant shall provide Contracting Entity all supporting data for verification and validation of the Price Catalog and Technical Specifications for sample projects conducted during the analysis and verification process conducted by the Contracting Entity.	TBD

Table 3: Deliverables for Task 3 – Requirements Verification and Analysis

Del. #	Para.	Deliverable Name	Due Date
3.1	3.3.1.1	Requirements Verification Schedule	In PCD
3.2	3.3.2.1	System Requirements Document (SRD)	In PCD
3.3	3.3.2.2	Requirements Traceability Matrix and Report	In PCD

Table 4: Deliverable for Task 4 – JOC System Design

Del. #	Para.	Deliverable Name	Due Date
4.1	3.4.1.1	JOC System Design Document	In PCD

Table 5: Deliverables for Task 5 – JOC System Configuration and Development

Del. #	Para.	Deliverable Name	Due Date
5.1	3.5.1.1	Working System, configured based on the JOC System Design Document	In PCD

Table 6: Deliverables for Task 6 – JOC System Testing

Del. #	Para.	Deliverable Name	Due Date
6.1	3.6	Test Plan	In PCD
6.2	3.6	Test Materials	In PCD
6.3	3.6	Test Completion Report	In PCD

Table 7: Deliverables for Task 7 – Training

Del. #	Para.	Deliverable Name	Due Date
7.1.	3.7	Training Plan	In PCD
7.2	3.7	Training Materials	In PCD
7.3	3.7	Training Log	In PCD
7.4	3.7	Monitoring and Operations Guide	In PCD

Table 8: Deliverables for Task 8 – Implementation and Go-Live

Del. #	Para.	Deliverable Name	Due Date
8.1	3.8	Go-Live Plan	In PCD
8.2	3.8	Three (3) Go-Live Simulation Reports	In PCD
8.3	3.8	Go-Live Completion Report	In PCD
8.4	3.8	Final Acceptance Certification	In PCD

Table 9: Deliverables for Task 9 – Contract Discrepancy Report

Del. #	Para.	Deliverable Name	Due Date
9.1	3.9.1.1	Contract Discrepancy Report	Completion of Task 9
9.2	3.9.1.2	Contract Discrepancy Report Update	Completion of Task 9
9.3	3.9.1.3	Contract Discrepancy Report Completion	Completion of Task 9

Table 10: Outgoing Transition Services Plan

Del. #	Para.	Deliverable Name	Due Date
10.1	3.10.1.1	Outgoing Transition Services Plan	In PCD
10.2	3.10.1.2	Transition Services	In PCD

5.0 **PHASE II SUPPORT SERVICES**

5.1 Support Staff

Consultant shall provide Support Staff that will be fully responsible for assisting the Contracting Entity with use of the Price Catalog, and Technical Specifications and JOC System. Support Staff shall, during

the term of the Agreement, report directly to the Contracting Entity at its designated premises during the hours of 6:45 a.m. to 5:30 p.m., Pacific Time, Monday – Thursday. Support Staff shall be available to assist Contracting Entity, 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, Consultant shall provide 24-hour email and phone support service include off hours and weekends, 365 days per year, so that complaints, problems or inquiries can be received at all times. County Entities reserves the right to request additional staff from the Consultant to ensure that work is completed in a timely manner.

The Support Staff shall meet the following requirements:

1. Support Staff shall act as a central point of contact with Contracting Entity 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 Consultant on all matters relating to the daily operation of the System, Price Catalog and Technical Specifications, and JOC Program.
3. Support Staff must be able to effectively communicate in English both orally and in writing.
4. Support Staff shall support the Contracting Entity's JOC program with training in the areas specified by the Contracting Entity.
5. Provide a "hands on" training program to include a comprehensive training/reference manual with sample work orders, flow charts, and forms. Conduct as many training courses as required to ensure that Contracting Entity staff is fully trained to use the web hosted software, Price Catalog, and Technical Specifications. The Consultant will provide training on an as-needed basis for County employees, Contractors, and third-party cost estimators. The training courses shall include practical exercises that will be based on actual Contracting Entity projects. The JOC training program, comprised of multiple training sessions, shall be structured to the specific needs of the audience. The training courses will stress practical application of the concept and contracts and shall include the following:
 - A. Project identification and development
 - B. Joint scope meetings
 - C. Project scope development
 - D. Proposal development and preparation

- E. Proposal review and variance resolution
 - F. Process of adding non-pre-priced items
6. Assist with interpretation of the Price Catalog.
 7. Resolve Price Catalog issues.
 8. Manage revisions to the Price Catalog, including, but not limited to, request for new line items, verifying pricing and adding the items to the unit price book via the non-pre-price amendment.
 9. Support Staff shall attend and facilitate Contracting Entity's JOC program meetings on an as needed basis. Such meetings shall include but not be limited to the following:
 - A. At request of Contracting Entity, prepare and conduct orientation briefings for client departments and other interested parties.
 - B. Attend appropriate Contracting Entity meetings and conferences as requested by Contracting Entity.
 - C. Coordinate the JOC program with various Contracting Entity Departments as well as other Local, State, Federal agencies as requested by the Contracting Entity.
 - D. Organize and manage a series of conferences to promulgate general operating and organizational concepts.
 - E. Conduct informational seminars for local groups, as requested.
 10. At the Contracting Entity's request, Support Staff shall assist with developing and implementing the Contracting Entity's JOC Program policies and procedures which shall include but not be limited to the following:
 - A. Assist Contracting Entity in developing draft internal procedures and policies for the JOC Program. These procedures shall incorporate all applicable Federal, State and County laws, regulations and policies, including those of FEMA.
 - B. Document the final JOC execution procedures and policies.
 - C. Assist Contracting Entity in incorporating appropriate safeguards into the execution procedures for the prevention of fraud, waste, and abuse.
 - D. Coordinate the proposed execution of policies and procedures with Federal and State officials, when appropriate.

- E. Assist with preparing reports regarding the JOC program.
11. At the Contracting Entity's request, Support Staff shall assist with monitoring and managing the performance of the JOC program which shall include, but not be limited to, the following:
 - A. Monitor program performance, as requested
 - B. Identify and consult on major program issues
 - C. Integrate successful experiences from other agencies using JOC Conduct annual on-site reviews of the JOC Program, as requested
 - D. Prepare program evaluations, as requested
 - E. Assist the Contracting Entity in conducting periodic reviews of the concepts, performance and effectiveness of the JOC Program.
 - F. Develop documentation and statistics regarding elements of the concepts execution. Document this information for senior management review and evaluation.
 12. At the Contracting Entity's request, Support Staff shall assist with bidding new JOC contracts, which shall include but not be limited to the following:
 - A. Conduct pre-bid meetings with potential Consultants.
 - B. Assist with bid review and JOC Consultant selection, as requested.
 - C. Provide JOC specification packets and bid forms in a form as requested by the Contracting Entity.
 13. 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.
 14. Consultant shall assign adequate staffing and resources to provide the scope of services under this agreement. Should the demand for services by the County Entities increase, the number of Consultants staff may increase, without additional compensation from the County. Resumes of Consultant's staff shall be reviewed and approved by the Contracting Entity.
 15. Consultant shall be required to background check their On-Site Support Staff employee(s) as set forth in Article 18, Consultant employee Criminal Background Investigation, of the Agreement.
 16. The purchase of all materials/equipment to provide the needed

services is the responsibility of the Consultant. Consultant shall use materials and equipment that are safe for the environment and safe for use by employees.

17. Consultant shall provide the Support Services as outlined in this Section. If applicable, the Contracting Entity shall monitor the daily attendance and activities of the On-Site Support Staff.
18. When needed and requested, the Consultant shall provide technical and administrative support staff on the Contracting Entity's premises to assist in implementing its JOC Program.

5.2 Maintenance Services

Consultant shall provide maintenance and continued management and operation services for the JOC System at the start of the Effective Date of this Contract and throughout the Term of the Agreement, as described herein ("Maintenance Services"), at no additional cost:

1. JOC System Performance Requirements:

Consultant represents, warrants, covenants and agrees that: (a) the JOC System shall meet the System Availability requirements as further specified herein; and (b) the JOC 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 purpose of the correction of Deficiencies and other Contracting Entity 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 point six percent (99.6%)
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:

System Availability

System Availability shall be calculated as follows:

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

Response Time Monitoring

Consultant shall implement and maintain a method to monitor Response Time. In the event Contracting Entity reports any Response Time Deficiency in any month, Consultant 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. Consultant shall provide Contracting Entity a written report with respect to the month summarizing the results of Consultant's Response Time monitoring.

REMEDIES

General

Credits shall accrue for Unscheduled Downtime in accordance with the Service Credits set forth in Section 5.2 below, including Consultant's 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 JOC System has a Deficiency that is unresolved by Consultant, excluding Scheduled Downtime.

Service Credits

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

a. 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. Consultant shall provide all goods, services and other work necessary in order to maintain the JOC System to ensure performance in accordance with the requirements of this Contract. As part of Maintenance Services, Consultant shall (a) correct any and all errors, including compatibility issues among JOC System components themselves and/or among JOC System components (b) provide updates and version releases to the JOC System, (c) provide operational support for the JOC System, and (d) provide training, training materials and other implementation support for JOC System updates and version releases. Consultant shall provide Contracting Entity 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. Consultant shall provide continued provision of Contracting Entity requested customizations and enhancements to the JOC System (e.g., work associated with developing functional improvements of the JOC System and work associated with development of new application functionality and major enhancements of the JOC System as a result of changes in Contracting Entity/program requirements). Consultant shall provide Contracting Entity 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 Consultant's use of its own tools or as discovered by Contracting Entity or Consultant. Upon discovery of an Error by Contracting Entity, Contracting Entity will report the Error to Consultant's Help Desk or otherwise during Support Hours via telephone or as otherwise directed in writing by Consultant for resolution in accordance with Contract. If an Error of Severity Level 1 or 2 is identified by Consultant, Consultant shall notify Contracting Entity at the first available opportunity during Contracting Entity's business day.

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

B. Error Level Definitions

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

Table 1.0	
Description of Error	Resolution Time Requirement (subject to escalation by CONTRACTING ENTITY)
Widespread JOC System unavailability; or Error disrupts functionality to the extent the JOC System cannot be used.	SEVERITY LEVEL 1: CRITICAL Two (2) hour, beginning when Contracting Entity reports the Error to Consultant or upon discovery of Error by Consultant, whichever occurs first.
A problem that severely degrades the performance of the JOC System or materially restricts business; or restricts the use of one or more features of the JOC System to perform necessary business functions but does not completely restrict usage of the JOC System; or ability to use the JOC System, but an important function is not available and operations are severely impacted.	SEVERITY LEVEL 2: SEVERE Eight (8) hours, beginning when Contracting Entity reports the Error to Consultant or upon discovery of Error by Consultant, whichever occurs first.

A problem that causes only a minor impact on the use of the JOC 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 Contracting Entity reports Error to Consultant or upon discovery of Error by Consultant, whichever occurs first.
Cosmetic defects that do not affect the functionality, but affect the general look and feel of the JOC System.	SEVERITY LEVEL 4: COSMETIC Earlier of (a) the next Version Release or (b) within twelve (12) months of when Contracting Entity reports Error to Consultant or upon discovery of Error by Consultant, whichever occurs first.

C. Resolution of Errors

Consultant shall either resolve or escalate an Error reported by Contracting Entity in accordance with the time frames set forth above.

D. Escalation

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

E. Resolution

Consultant 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 Contracting Entity notifies Consultant of such Error by telephone or otherwise, or upon discovery of Error by

Consultant, whichever occurs first, and shall end when Consultant submits resolution of such Error to Contracting Entity for approval thereof, provided such resolution is thereafter so approved by Contracting Entity without prior rejection by Contracting Entity or significant delay in Contracting Entity's approval thereof.

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

Consultant shall assign a Consultant technical support team member to diagnose and determine the course of action to resolve Errors. Consultant shall maintain ongoing communication with Contracting Entity regarding the status of correction of all Errors reported or discovered. In addition, Contracting Entity may contact Consultant 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, Contracting Entity shall assess a Five Thousand Dollar (\$5,000) credit per day until the Error is successfully resolved.

Deliverable Consultant shall provide the Maintenance Services as outlined in this Section to the satisfaction of the Contracting Entity.

5.3 Optional Services

If requested in writing by the County and mutually agreed upon, the Contractor shall provide Optional Work to the County, provided sufficient funds are available for such Optional Work. Optional Work may include Proposal Reviews, customizations, integrations, migration, or additional subscription services. The products of Optional Work may become part of the System, as applicable, and shall be subject to the County's written approval in accordance with the terms of the Contract.

Upon the County's request, the Contractor shall submit to the County for approval a not-to-exceed Maximum Fixed Price (based on the Firm Fixed Hourly Rate in Form PW-2) and a proposed scope of services for Optional Work.

Service Organization Control (SOC) 2 Type 2 Report

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

EXHIBIT A.1

FUNCTIONAL AND TECHNICAL REQUIREMENTS

FUNCTIONAL REQUIREMENTS RESPONSE FORM

Proposer Name: Gordian							
2.1 General Functional Requirements							
2.1.1 General Processing							
Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
1	The JOC Software shall be user-friendly, including in presentation, navigation, and other ease of use features.	X					
2	The JOC Software shall provide an electronic contract record with access to both current and historical JOC Software data.	X					
3	The JOC Software shall provide rules based on data entry to prevent duplication and inconsistencies in JOC Software data.		X				There are some rules based data entry that are inherent in the system.
4	The JOC Software shall provide field-level and cross- field validation upon completion of data entry by user and immediately display appropriate corrective instructions for the related field.	X					
5	The JOC Software shall provide screen-level validation and display a summary list of corrective instructions for each field with erroneous data for the entire screen.	X					
6	The JOC Software shall perform batch processing updates without affecting the performance of the JOC Software.	X					
7	The JOC Software shall allow real-time access to all contract records, based on Contracting Entity- specified delegated authority.	X					
8	The JOC Software shall support online real-time processes.	X					
9	The JOC Software shall provide the ability for Contracting Entity- specified users to send broadcast messages to all users or groups of users.					X	
10	The JOC Software shall provide the ability to send email notifications and/or notes to users and other designated recipients based on business rules.					X	
11	The JOC Software shall have search capabilities across multiple displays, reports, contract, and project types.	X					

2.1 General Functional Requirements							
2.1.2 Display							
Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
12	The JOC Software shall provide an efficient pathway to view detailed JOC Software contract data from summary screens.		X				Custom Reports can provide this ability.
13	The JOC Software shall include the ability to present multiple views of contract information, depending on the roles and responsibilities of the Contracting Entity-specified user and Construction Contractor user.		X				Custom Reports can provide this ability.

2.1 General Functional Requirements**2.1.3 Navigation**

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
14	The JOC Software, upon logon by a Contracting Entity- 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 JOC Software broadcasts and announcements, including counts of read and unread broadcasts and announcements;		X				Users are taken to a home page where they can view their user specific list of Jobs and any waiting transmittals that have been sent to them.
b	Links to "reminders" or "ticklers" for work that is pending on the User's caseload, including counts of "reminders" or "ticklers";					X	
15	The JOC Software, 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 JOC Contract	X					
b	Links to available Project	X					
c	Links to available Proposal	X					
16	The JOC Software shall include automated or guided processes that will enable a Contracting Entity-specified user and Construction Contractor user to easily enter required information and guide the user through the appropriate screens based on the input of JOC Software data for processes, including:						
a	JOC Contract Management		X				
b	Construction Contractor Management		X				
c	Project, RFP, and NTP Management	X					
d	Proposal Submission and Review	X					
17	The JOC Software shall visually identify mandatory fields on each screen, as appropriate.	X					
18	The JOC Software shall provide Contracting Entity- specified users and Construction Contractor users with a way to view a listing of screens that have been designated as required screens.					X	

2.1 General Functional Requirements**2.1.4 Local Printing**

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
19	The JOC Software shall allow Contracting Entities specified users and Construction Contractor users to print Contracting Entity-specified contract information, including:	X					
a	A detailed version of the Contract information;	X					
b	A summary version of the Contract information;	X					
c	A detailed version of the Project information;	X					

d	A summary version of the Project information;		X					
e	A detailed version of the Proposal information;		X					
f	A summary version of the Proposal information;		X					
g	NTP;		X					
h	RFP;		X					
i	Time Extension		X					
20	The JOC Software shall allow Contracting Entity- specified users to reprint documents for Construction Contractors in the same form and format, with appropriate dates, as when the documents were initially issued to the contractor.		X					

2.2 JOC Contract Management

2.2.1 JOC Contracts

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
21	The JOC Software shall have the ability to administer JOC Contracts.	X					
22	The JOC Software shall provide the ability to track at a minimum, the following information for JOC Contracts:						
a	Contracting Entity-issued Identifier (ID) JOC#	X					
b	Contracting Entity-issued Identifier (ID) PW#	X					
c	Construction Contractor	X					
d	Type of Contract (General, Special, OSHPD etc)	X					
e	Construction Contractor Factor	X					
f	Contract Value Amount	X					
g	Contract Expiration Date	X					
h	Contract Award Date	X					
23	The JOC Software shall have logic to prevent duplicate JOC Contracts.					X	
24	The JOC Software shall provide the ability to associate a specific issue/dated version of a JOC Book. The book will remain static for the duration of the contract period.	X					
25	The JOC Software shall allow Contracting Entities specified users the ability to manually add a JOC Contract.	X					
26	The JOC Software shall allow JOC Contract information to be reported electronically by authorized users at multiple locations.	X					
27	The JOC Software shall automatically calculate and display the remaining Contract Value.		X				This information can be included in a report.
28	The JOC Software shall provide the ability to attach relevant JOC Contract documents and images.	X					
29	The JOC Software shall automatically assign unique contract number to a JOC Contract based on Contracting Entity-specified rules.					X	This is entered based on what contract numbers is assigned at award of the JOC contract.
30	The JOC Software shall provide the ability to track additional Contract information that may result from a change in business process.	X					
31	The JOC Software shall provide the ability to track project closeout dates and the ability to attach relevant JOC closeout documents.	X					

2.3 Construction Contractor Management**2.3.1 Construction Contractors**

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
32	The JOC Software shall have the ability to administer Construction Contractors.	X					
33	The JOC Software shall provide the ability to track at a minimum, the following information for Construction Contractors:						
a	Company Name	X					
b	Contact Name	X					
c	Phone Number	X					
d	Email	X					
e	Contracting Entity-issued Vendor ID	X					
f	Address	X					
g	Contractor Status	X					
34	The JOC Software shall allow Contracting Entity- specified users the ability to manually add a Construction Contractor, and allow Construction Contractors to input their own information if permitted by the Contracting Entity.	X					
35	The JOC Software shall have logic to preven duplicate Construction Contractors.					X	
36	The JOC Software shall provide the ability of designated users to search for Contractors.	X					

2.4 Project Management**2.4.1 Project Initialization**

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
37	The JOC Software shall have the ability to add and administer Projects.	X					
38	The JOC Software shall provide the ability to associate multiple Projects to a JOC Contract.	X					
39	The JOC Software shall provide the ability to track, at a minimum, the following information for Projects						
	Project Name	X					
b	Contracting Entity-issued Identifier (ID) Project ID	X					
C	Contracting Entity-issued Identifier (ID) PCSD	X					
	Supervisorial Districts (1, 2, 3, 4, 5)	X					
	Client Departments	X					
f	Board Approval Date	X					
	Project Manager Name	X					
h	Project Budget	X					
i	Project Balance	X					
j	Project Status	X					
k	Preliminary Statement of Work	X					

1	Facility Name		X					
	Facility Location/Address		X					
	Cost Accounting Identifier		X					
0	Proposed Work Duration		X					
40	The JOC Software shall provide the ability to attach relevant Project documents and images e.g. pdf, and microsoft office formats.		X					
41	The JOC Software shall provide the ability to track additional Project information that may result from change in business process.		X					

2.4 Project Management

2.4.2 Project Numbering

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
42	The JOC Software shall automatically assign unique contract number to a Project based on Contracting Entity-specified rules.					X	
43	The JOC Software shall provide unique Project numbering schema based on Contracting Entity- specified rules.					X	
44	Describe how Projects roll-up						The Job Orders associated with a Project can be rolled up to give an overall view of the work being accomplished. The original Job Order will end in .00 to distinguish it from any Supplemental Job Orders.
45	Describe Project minor version number system						The minor version includes a -01 or .01 to distinguish it as a minor version.

2.4 Project Management

2.4.3 Site Walk-Through

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
46	The JOC Software shall have the ability for Contracting Entity-specified users to input and track the Proposed Statement of Work.		X				The software will hold the final approved version of the Detailed Scope of Works.
47	The JOC Software shall provide the ability to track the Site Walk-Through date.	X					

2.4 Project Management

2.4.4 Request for Proposal

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
48	The JOC Software shall have the ability to generate a RFP based on a Contracting Entity-specified template.	X					
49	The JOC Software shall provide the ability to download an RFP to MS Office Word format and Adobe PDF format in Contracting Entity-specified versions.	X					
50	The JOC Software shall have the ability for Contracting Entity-specified users to track the RFP Due Date.	X					
51	The JOC Software shall have the ability for Contracting Entity-specified users to track the RFP Issue Date.	X					
52	The JOC Software shall have the ability for Contracting Entity-specified users to update the RFP template.					X	Requests for template changes can be made to the Gordian Account Manager
53	The JOC Software shall have the ability for Contracting Entity-specified users to generate a Credit RFP.	X					

2.4 Project Management

2.4.5 Notice to Proceed and Project Execution

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
54	The JOC Software shall generate a NTP based on a Contracting Entity-specified template.	X					
55	The JOC Software shall provide the ability to download a NTP to standard MS Office Word format and Adobe PDF format.	X					
56	The JOC Software shall have the ability for Contracting Entity-specified users to update the NTP template.					X	Requests for template changes can be made to the Gordian Account Manager
57	The JOC Software shall have the ability for Contracting Entity-specified users track the Final Statement of Work.	X					
58	The JOC Software shall have the ability for Contracting Entity-specified users to issue a time extension by tracking the Project's original due date and new due date.	X					
59	The JOC Software shall provide the ability to track the following information for Projects:						
a	Initial Proposal Amount	X					
b	Final Proposal Amount	X					
c	Proposal Count	X					
d	Proposal Approval Date	X					
e	Project Due Date	X					
f	Issued Amount	X					
g	Issue Date	X					
h	Construction Start Date	X					
i	Adjusted Project Due Date						
j	Substantial Completion Date	X					
k	Cost Estimate Value	X					
1	Signing Authority		X				Based on Contracting Entity Rules, the appropriate signature name(s) can be displayed on the forms.

60	The JOC Software shall have the ability for Contracting Entity-specified users to generate a Credit NTP.		X						
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2.4 Project Management

2.4.6 Project Completion

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
61	The JOC Software shall provide the ability to track the following information:						
a	Construction End Date	X					
b	Work Order Acceptance Date	X					
62	The JOC Software shall calculate and display the percentage change in initial proposal amount and final amount.		X				This can be displayed in a report.
63	The JOC Software shall provide the ability to cancel a Project.	X					

2.5 Proposal Submission and Review

2.5.1 General Requirements

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
64	The JOC Software shall base proposals on specific issue/dated version of the JOC Book identified in the JOC Contract.	X					
65	The JOC Software shall base proposals on a Bid Factor identified in the JOC Contract.	X					
66	The JOC Software shall automatically compute the Proposal Total.	X					
67	The JOC Software shall capture the date, time, JOC unit price book used and time zone a Proposal was created.		X				It does not capture the time zone.
68	The JOC Software shall capture the date, time, and time zone of any change in the Proposal.		X				It does not capture the time zone.
69	The JOC Software shall capture the date, time, and time zone a Proposal was submitted.		X				It does not capture the time zone.
70	The JOC Software shall capture the date, time, and time zone a Proposal was re-submitted.		X				It does not capture the time zone.
71	The JOC Software shall capture the date, time, and time zone a Proposal was approved.		X				It does not capture the time zone.
72	The JOC Software shall capture the date, time, and time zone a Proposal that was returned.		X				It does not capture the time zone.
73	The JOC Software shall capture the use information when a Proposal was created, changed, submitted, re-submitted, approved, and returned.	X					
74	The JOC Software shall allow an unlimited number of submittals, revisions, and resubmittals.	X					

2.5 Proposal Submission and Review

2.5.2 Construction Contractors

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
75	The JOC Software shall allow Construction Contractors to easily search and identify items from the JOC Book to the Proposal (e.g. item description or CSI number).	X					
76	The JOC Software shall provide the ability for Construction Contractors to select and add an item from the JOC Book to the Proposal and track, at a minimum, the following information:						
a	Description	X					
b	Category	X					
c	CSI Number	X					
d	Unit of Measure	X					
e	Quantity	X					
f	Unit Price	X					
g	Bid Factor	X					
h	Contractor Note	X					
77	The JOC Software shall automatically compute the line item total.	X					
78	The JOC Software shall automatically compute the Proposal Total.	X					
79	The JOC Software shall provide the Construction Contractor a summary version of the Proposal information.	X					
80	The JOC Software shall provide the ability to submit a Credit Proposal.	X					
81	The JOC Software shall notify the Construction Contractor that a Project is available for Proposal submittal.					X	
82	The JOC Software shall notify the Construction Contractor that a Proposal is available to be revised and resubmitted.					X	
83	The JOC Software shall make available the initial Proposal and all subsequent resubmittals for review.	X					

2.5 Proposal Submission and Review								
2.5.3 Contracting Entity-Specified Users								
Functional Requirement Response Form Matrix			Solution to Requirement					
			Available	Alternative	Customization	Enhancement	Not Available	Comments
84	The JOC Software shall notify Contracting Entity specified users that a Proposal is available for review.		X					The user can set up a notification with Gordian Cloud.
85	The JOC Software shall notify Contracting Entity specified users that a Proposal has been resubmitted.		X					
86	The JOC Software shall provide the ability for Contracting Entity-specified users to add a note for each line item.		X					
87	The JOC Software shall provide the following features for Contracting Entity-specified user Notes:							
a	Ability to see notes in chronological order reverse chronological order;		X					

b	Ability to print notes		X						
c	Ability to assign Contracting Entity-defined note types;		X						
d	Ability to view and scroll through all notes		X						
e	Search engine within notes (by date, type, key words, etc.);							X	
f	Ability to protect some notes from view (role based security);		X						
g	Ability to spell check a note							X	
88	The JOC Software shall provide the ability for Contracting Entity-specified users to return a Proposal for adjustments.			X					A report can be printed to show the Contracting Entity change that they are proposing the contractor to change.
89	The JOC Software shall provide Contracting Entity specified users a summary version of the Proposal information.		X						
90	The JOC Software shall provide Contracting Entity specified users a summary version of the Proposal information.		X						
91	The JOC Software shall provide Contracting Entity specified users the ability to final approve a Proposal.		X						
92	The JOC Software shall provide Contracting Entity specified users the ability to compare the differences between two submittals (e.g., compare the initial and final submittal).		X						

2.6 Reporting

2.6.1 General

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
93	The JOC Software shall provide a list of standard reports specified by the Contracting Entity including, at a minimum:						
a	JOC Management Tracking Report	X					
b	Monthly NTP's Issued Report						
c	Local Small Business Enterprise Subcontractor Participation Report	X					
d	JOC Notice to Proceed Issue	X					
94	The JOC Software shall maintain the JOC Software data necessary to produce all Contracting Entity- required reports, including all Contracting Entity- specified standard reports and JOC Software data elements specified for ad hoc reports.	X					
95	The JOC Software shall support the accumulation of JOC Software data over time for daily, weekly, monthly, quarterly, annual, fiscal, as of, and time period reports.	X					
96	The JOC Software shall maintain online descriptions and definitions of each report that are easily accessible by Contracting Entity-specified users.	X					
97	The JOC Software shall produce reports that include a clear identification of the report run date, "as of" date, period of JOC Software data date, and print date.	X					
98	The JOC Software shall include flexible report sorting capability.	X					
99	The JOC Software shall support all reports required by federal, State, and local laws, rules, regulations, ordinances, guidelines, directives, policies and procedures, including statistical, operational, workload, and fiscal reports.		X				Gordian will make every effort to support report requests but it is possible that not all required information is stored within the software.
100	The JOC Software shall provide the ability to download reports to standard MS Office formats (Excel, Word), Text file format, Adobe PDF format, etc.	X					

101	The JOC Software shall produce several types of reports which support all levels of staff in managing their particular workloads, including management reports, State level reports, and ad hoc reports.		X						
102	The JOC Software shall include the ability to generate parameter-driven reports.		X						
103	The JOC Software shall, at the option of Contracting Entity-specified users, provide reports in electronic format (using Contracting Entity- specified version of the Microsoft Office Suite format) for further sorting and printing.		X						Reports can be exported into Excel.
104	The JOC Software shall provide report data in format that allows Contracting Entity-specified users to easily sort report data on all possible criteria.			X					Reports can be exported into Excel and sorted as needed.
105	The JOC Software shall maintain report security for all users, including which report can be viewed or printed by each user or user group.		X						
106	The JOC Software shall include the ability to produce standard and ad hoc reports for any time period back to the commencement date of Countywide or Contracting Entity implementation of the JOC Software.		X						

2.6 Reporting

2.6.2 Ad hoc reporting

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
107	The JOC Software shall include an ad hoc capability that will allow Contracting Entity-specified users to generate both preformatted and free form reports with relative ease.					X	
108	The JOC Software shall include ad hoc capabilities that are user-friendly but include the functionality necessary to produce the type of reports needed by Contracting Entity.					X	
109	The JOC Software shall include the ability to request and format selected JOC Software Data using parameter-driven ad hoc reporting capabilities.					X	
110	The JOC Software shall provide the ability to produce reports that are valued at a single point in time, multiple points in time, or display as the change between two points in time.		X				
111	The JOC Software shall provide the ability to define new calculated fields to be used by the ad hoc report.					X	
112	The JOC Software shall provide the ability to report by calendar year, fiscal year and/or policy year.		X				
113	The JOC Software shall provide the ability to drive down from reports.					X	
114	The JOC Software shall provide the ability to graph/chart the results of a report without downloading the results to another program.		X				
115	The JOC Software shall provide the ability to sort, filter, and group data in reports.		X				
116	The JOC Software shall provide the ability to download ad hoc reports to standard MS Office formats (Excel, Word), Text file format, Adobe PDF format, etc.					X	

2.7 Data Exports								
2.7.1 Data Exports								
Functional Requirement Response Form Matrix			Solution to Requirement					Comments
			Available	Alternative	Customization	Enhancement	Not Available	
117	The JOC Software shall provide the ability to export all JOC Software data.		X					
118	The JOC Software shall support online real-time data exports.		X					
119	The JOC Software shall provide the ability to export data through web services (e.g., SOAP or REST Application Programming Interface (API)).		X		X			Non-standard JOC offering. Gordian professional services team has developed a way to share the data for LADPW.
120	The JOC Software shall provide data exports in machine-readable format (e.g., XML, JSON, or CSV).		X		X			Non-standard JOC offering. Gordian professional services team has developed a way to share the data for LADPW.
121	The JOC Software shall include documentation that specifies the activities required to export data (e.g., authentication, all web service calls, data elements and associated values).		X		X			Non-standard JOC offering. Gordian professional services team has developed a way to share the data for LADPW. Documentation will be provided by the professional services team.

TECHNICAL REQUIREMENTS RESPONSE FORM

3.1 General Requirements

Technical Requirement Response Form		Response Code				Comments
		Available	Customizable	Not Available	Other	
1	The system shall be a fully managed solution hosted and supported by the Contractor (Vendor-Hosted).	X				Gordian's JOC solution on Gordian Cloud is fully managed, hosted, and supported by Gordian on MS Azure Cloud in the US region.
2	The system shall retain personal information as long as necessary and ensure it is deleted when no longer needed.	X				Data retention and disposal will be performed in accordance with Gordian's Data Retention and Data Disposal policies and/or per agreed contractual obligations. Gordian adheres to its parent group, Fortive's Document Retention Policy. Customers may choose to present a formal request to delete/destroy/return their proprietary data upon receipt of which Gordian can make a best effort attempt to comply with the request provided the request does not conflict with Gordian policies and/or regulatory/legal requirements.
3	The system shall provide program participants (system users) method for submission of a request to delete personal data.	X				Data retention and disposal will be performed in accordance with Gordian's Data Retention and Data Disposal policies and/or per agreed contractual obligations. Gordian adheres to its parent group, Fortive's Document Retention Policy. Customers may choose to present a formal request to delete/destroy/return their proprietary data upon receipt of which Gordian can make a best effort attempt to comply with the request provided the request does not conflict with Gordian policies and/or regulatory/legal requirements.
4	The system shall allow program participants (system users) to "opt-out" of the collection and storing of personal information.			X		All the data stored is required for product functionality.

3.2 Access

Technical Requirement Response Form		Response Code				Comments
		Available	Customizable	Not Available	Other	
5	The system shall provide Single Sign On (SSO) capability for County users using the County's Enterprise Identity & Access Management Directory (based upon Microsoft Azure Active Directory).	X	X			Federated Single Sign On (SSO) is currently available to customers as a custom implementation to support authentication from external Identity Providers (IdP's). Gordian supports integration with external providers using standard protocols SAML2 or OAuth2.0.
6	The System shall provide the ability to define role-based access with different security groups.	X				
7	The System shall return generic errors messages to the client, to avoid disclosure of sensitive information (e.g., login failure, database error, application error).	X				

3.2 Data, Backup, and Recovery

Technical Requirement Response Form		Response Code				Comments
		Available	Customizable	Not Available	Other	
8	The System shall provide the ability to automatically export all system data.				X	System data access and retention will be performed in accordance with Gordian's Data Retention and Data Disposal policies and/or per agreed contractual obligations. Gordian adheres to its parent group, Fortive's Document Retention Policy. Customers may choose to present a formal request to delete/destroy/return their proprietary data upon receipt of which Gordian can make a best effort attempt to comply with the request provided the request does not conflict with Gordian policies and/or regulatory/legal requirements.
9	All system data center(s) and backup/replication locations shall reside in the Continental United States.	X				The application and databases are hosted on MS Azure Cloud in the US region.
10	The System shall perform backups with no adverse effect on performance.	X				
11	At minimum, System data shall be backed up daily .	X				Data is backed up no less frequently than every 24 hours.
12	The System data or portions of data shall be restored within 8 hours after request is made.				X	Gordian has an implemented and tested disaster recovery plan in accordance with the reliability metrics provided in our standard agreement.
13	The System shall ensure that all data from the past 6 months is backed up and accessible for retrieval purposes.	X				Business Continuity, Retention, and Disaster Recovery is inherited from the CSP, MS Azure utilizing backups.

3.2.3 Infrastructure and Hosting Environment

Technical Requirement Response Form		Response Code				Comments
		Available	Customizable	Not Available	Other	
14	The System shall keep all components updated with current antivirus, operating system, and security patches. (e.g. endpoint, host, network, application).	X				
15	The hosted environments shall implement security best practices and monitoring including: Host Intrusion Prevention (HIPS) and Detection (HIDS) system, Network Intrusion Prevention (NIPS) and Detection (NIDS) system, Web Application Firewall (WAF), Security Event and Information Management (SIEM), etc.	X				The Gordian development team follows the standard secure coding practices as outlined in the OWASP standard as well as internal secure coding policies. Code changes are scanned for known vulnerabilities constantly.
16	The hosted environment shall be comprised of software that has been fully tested, integrated and is accessible to County users.	X				
17	The System shall be contained by a perimeter firewall to protect the network from external attacks.	X				All systems are behind enterprise-redundant firewall pairs, with DMZ and inside networks separated by firewall. These devices are in a default deny status.
18	The System shall have physical access controls in place to ensure appropriate access to IT resources in the hosted environment.	X				

19	The System shall have measures to prevent the upload of unauthorized files (e.g., executable files).		X					
20	The System shall undergo periodic web application vulnerability testing/scanning (e.g., source code, run time).		X					
21	The System shall have separate physical and logical environments (e.g., development, quality assurance, user acceptance testing, staging, production, training environments).		X					Production instances have no open links to non-prod (and vice-versa)
22	If the System requires significant integrations with County systems, the platform must use Microsoft Azure or Amazon AWS for hosting.		X					Gordian's JOC solutions are hosted on Microsoft Azure.
23	Management access to Infrastructure and Hosting shall be secured by multi-factor authentication (MFA) and use Transport Layer Security (TLS) protocol (1.2 or higher) to ensure secure access.		X					

3.2.4 Performance and Availability

Technical Requirement Response Form		Response Code				Comments
		Available	Customizable	Not Available	Other	
24	The system environments shall operate on a 24x7x365 basis.	X				Gordian will use Commercially Reasonable Efforts to make the Software available 24x7x365. Guaranteed uptime and availability measures will be outlined separately in the services agreement.
25	System availability shall be ninety-nine percent (99.6%)	X				Gordian will use Commercially Reasonable Efforts to make the Software available 24x7x365. Guaranteed uptime and availability measures will be outlined in the services agreement.
26	The system shall have an average response time of two (3) seconds, as measured from the Hosted Environments.	X				Gordian strives for user experience related response times to average under 3s. Any guaranteed performance measures would be outlined separately in the services agreement.

3.2.5 Compatability and Integration

Technical Requirement Response Form		Response Code				Comments
		Available	Customizable	Not Available	Other	
27	The system shall provide a secure web-based user interface accessible from any web browser (e.g., Edge, Chrome, Firefox, Safari) or from any device and shall not require plug- ins or additional installed software (e.g., Adobe Flash).	X				Internet Explorer (any version) is not supported. Only current versions of Firefox, Chrome, Microsoft Edge, and Safari are supported.

28	The system shall provide a user interface that complies with recognized usability standards (e.g., the American Disabilities Act (http://www.ada.gov/), the Rehabilitation Act Section 508 (http://www.section508.gov/ , etc.).		X					<p>Gordian is committed to creating products that are inclusive and accessible to all people. One key element of this commitment is for Gordian's software to meet the requirements of the Web Content Accessibility Guidelines 2.1 Level A and AA (WCAG 2.1 A and AA). To ensure our software is developed in accordance with these guidelines, accessibility is a key element of our software development process. We perform annual accessibility audits and use the targeted recommendations to help us better align our software with WCAG 2.1 A and AA Standards.</p> <p>Gordian strives for 100% compliance with accessibility requirements. While we currently fall slightly short (7%) of this goal, we believe our software's compliance levels meet or exceed the compliance levels of other software that provides similar functions. We also believe that our minor noncompliance issues have virtually no impact on our software's value to our customers based on the type of services being managed. More information on Gordian's commitment to accessibility can be found on pages 9 through 11 of File 1 RFP Requirements - Gordian JOC.</p>
29	The System shall transmit data using secure protocols, such as sftp, ssh, https, TLS 1.2 or above, etc., or tunneled through an authenticated encrypted connection (e.g., VPN).		X					Data in-transit is encrypted with TLS 1.2
30	All API integrations must utilize HTTPS with strong TLS (e.g., version 1.2 and above) configurations and incorporate unique, regularly rotated (e.g., two years or less) API keys for authentication.		X					
31	The system sending emails on behalf of Public Works (e.g., xxxxx@pw.lacounty.gov or xxxxx@dpw.lacounty.gov) or any subdomain shall be DMARC (Domain-based Message Authentication, Reporting & Conformance) compliant. This will require configuring SPF and DKIM to authenticate legitimate email messages.		X					JOC uses SendGrid for all their email communications, and SendGrid follows the DMARC protocol.
32	All application logging shall be integrated with Public Works' Microsoft Sentinel for real-time monitoring and analysis of system activity.				X			

JOB ORDER CONTRACT (JOC) SYSTEM AND RELATED CONSULTING SERVICES MINIMUM SYSTEM REQUIREMENTS

The Minimum System Requirements for County to use the JOC System is as follows:

Desktop Hardware and Software

Response: Being a web-based application, any computer device with access to the Internet can use Job Order Contracting on the Gordian Cloud Platform. A broadband connection of 10 Mbps or higher is recommended.

Supported Browsers

Response: Job Order Contracting on the Gordian Cloud Platform is operating system independent, so users on Windows, Mac, or Linux based operating systems can access the application with any leading web-browser (Edge, Chrome, Firefox, and Safari).

Minimum Display Resolution

Response: Minimum display resolution is determined by the user's operating system and web-browser.

Desktop Software

Response: Job Order Contracting on Gordian Cloud Platform is operating system independent, so users on Windows, Mac, or Linux based operating systems can access the application with any leading web-browser (Edge, Chrome, Firefox, and Safari).

Server Requirements

Response: Gordian developed a web-based JOC information management application that provides the speed and experience in a rich application environment, but available over the internet. The Job Order Contracting on Gordian Cloud Platform does not require the County to provide or maintain a server for the application.

Server Instance Software Requirements

Response: There are no server instance software requirements to access Gordian's Job Order Contracting application.

ACCEPTANCE CERTIFICATE

(Name and Address)		TRANSMITTAL DATE
ACCEPTANCE CERTIFICATE		AGREEMENT NUMBER
		TITLE
FROM: _____ Consultant's Project Director (Signature Required)	TO: County's Project Director Department of Public Works	
Consultant hereby certifies to County that as of the date of this Task/Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Agreement, including the Exhibits thereto to the completion of the Tasks and delivery of the Deliverables set forth below, including satisfaction of the completion criteria applicable to such Tasks and Deliverables and County's approval of the Work performed in connection with the achievement of such Task. Consultant further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with the Exhibit A (Scope of Work). County's approval and signature constitutes an acceptance of the Tasks and Deliverables listed below.		
TASK DESCRIPTION (including Task and subtask numbers as set forth in the Statement of Work)	DELIVERABLES (including Deliverable numbers as set forth in the Statement of Work)	
Comments: 		
Attached hereto is a copy of all supporting documentation required pursuant to the Agreement and Exhibit A (Scope of Work), including any additional documentation reasonably requested by County.		
County Acceptance: NAME _____ SIGNATURE _____ DATE _____ County's Project Director		

Distribution:
 Original – Financial Services
 Copy 1 - Agreement or

Copy 2 - County's Project Manager
 Copy 3 - DPW Master Agreement File

CONTRACT DISCREPANCY REPORT

TO:

FROM:

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

DISCREPANCY PROBLEMS: _____

Signature of Contracting Entity Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

CONTRACTING ENTITY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative

Date

CONTRACTING ENTITY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

Contracting Entity Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

DPW JOC Contracting Process

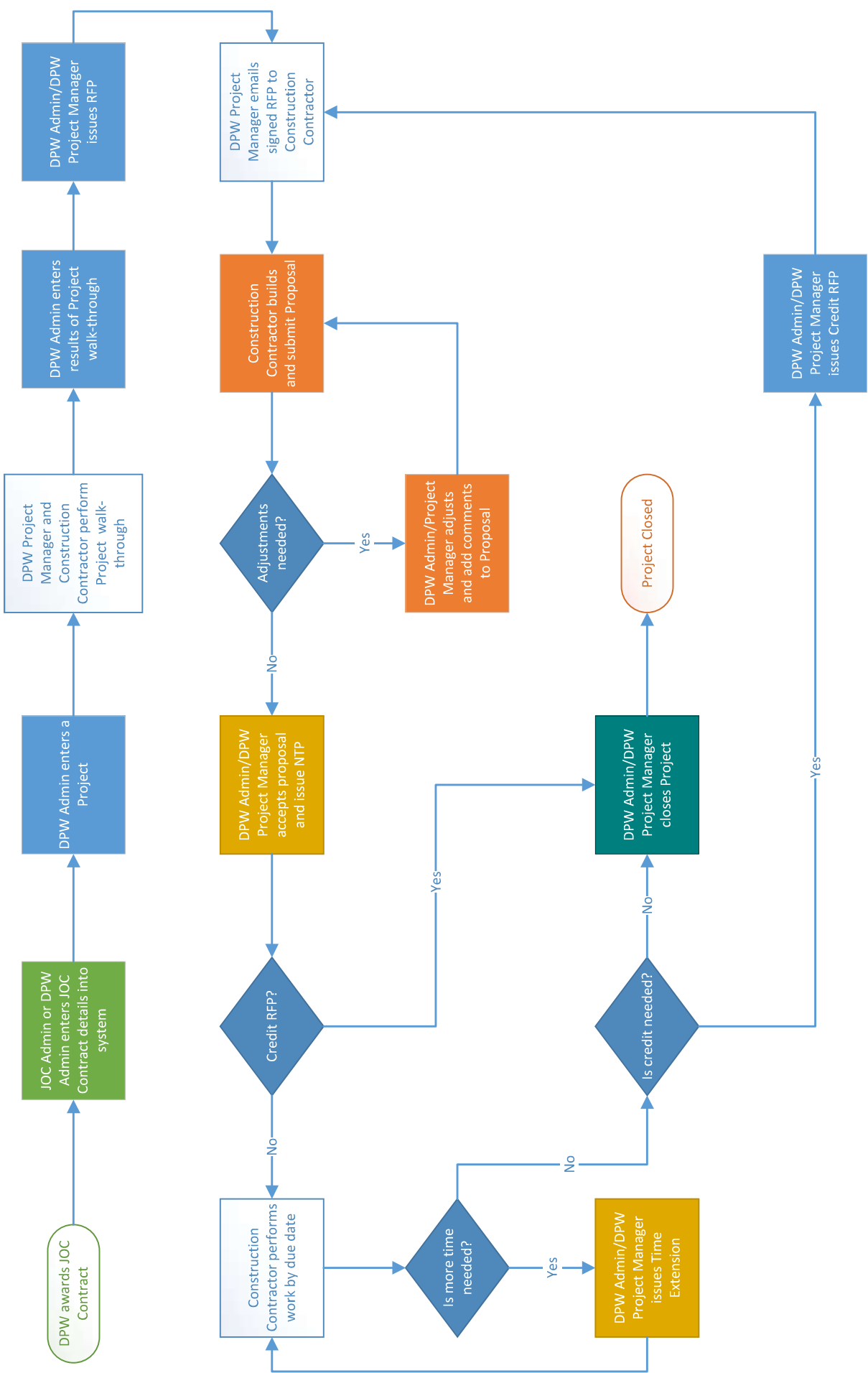


EXHIBIT B
Schedule of Prices

Table 1 – Phase 1 Work and Deliverables			
Deliverable #	Paragraph	Deliverable for Task 1 – Project Administration	Price
1.1	3.1.1.1	Project Control Document (PCD)	Included in Phase 2 Pricing
1.2	3.1.1.2	Incoming Orientation Plans	Included in Phase 2 Pricing
1.3	3.1.2.1	Ongoing Project Administration	Included in Phase 2 Pricing
Deliverable #	Paragraph	Deliverable for Task 2 – Price Catalog and Technical Specifications	Price
2.1	3.3.1.1	Price Catalog and Technical Specifications	Included in Phase 2 Pricing
2.2	3.2.2.1	Consultant shall provide Contracting Entity all supporting data for verification and validation of the Price Catalog and Technical Specifications for sample projects conducted during the analysis and verification process conducted by the Contracting Entity.	Included in Phase 2 Pricing
Deliverable #	Paragraph	Deliverables for Task 3 – Requirements Verification and Analysis	Price
3.1	3.3.1.1	Requirements Verification Schedule	Included in Phase 2 Pricing
3.2	3.3.2.1	System Requirements Document (SRD)	Included in Phase 2 Pricing
3.3	3.3.2.2	Requirements Traceability Matrix and Report	Included in Phase 2 Pricing
Deliverable #	Paragraph	Deliverable for Task 4 – JOC System Design	Price
4.1	3.4.1.1	JOC System Design Document	Included in Phase 2 Pricing
Deliverable #	Paragraph	Deliverables for Task 5 – JOC System Configuration and Development	Price
5.1	3.5.1.1	Working System, configured based on the JOC System Design Document	Included in Phase 2 Pricing

EXHIBIT B

Deliverable #	Paragraph	Deliverables for Task 6 – JOC System Testing	Price
6.1	3.6	Test Plan	Included in Phase 2 Pricing
6.2	3.6	Test Materials	Included in Phase 2 Pricing
6.3	3.6	Test Completion Report	Included in Phase 2 Pricing
Deliverable #	Paragraph	Deliverables for Task 7 – Training	Price
7.1	3.7	Training Plan	Included in Phase 2 Pricing
7.2	3.7	Training Materials	Included in Phase 2 Pricing
7.3	3.7	Training Log	Included in Phase 2 Pricing
7.4	3.7	Monitoring and Operations Guide	Included in Phase 2 Pricing
Deliverable #	Paragraph	Deliverables for Task 8 – Implementation and Go-Live	Price
8.1	3.8	Go Live Plan	Included in Phase 2 Pricing
8.2	3.8	Three (3) Go-Live Simulations Reports	Included in Phase 2 Pricing
8.3	3.8	Go-Live Completion Report	Included in Phase 2 Pricing
8.4	3.8	Final Acceptance Certification	Included in Phase 2 Pricing
Deliverable #	Paragraph	Deliverables for Task 9 – Contract Discrepancy Report	Price
9.1	3.9.1.1	Contract Discrepancy Report	Included in Phase 2 Pricing
9.2	3.9.1.2	Contract Discrepancy Report Update	Included in Phase 2 Pricing
9.3	3.9.1.3	Contract Discrepancy Report Completion	Included in Phase 2 Pricing
Deliverable #	Paragraph	Deliverables for Task 10 – Outgoing Transition Services Plan	Price
10.1	3.10.1.1	Outgoing Transition Services Plan	Included in Phase 2 Pricing*
10.2	3.10.1.2	Transitional Services	Included in Phase 2 Pricing*
Total Price for Phase 1 Work			\$ 0*

**Gordian agrees to provide up to 40 hours free of cost for Transition Services Deliverables. If additional hours are required from Gordian's software developers, the cost will be \$225 per hour to complete the requested services.*

Table 2 – Phase 2 Fees*	
Agreement Year	Percentage Fee
Annual Percentage Applied to All JOC Work Orders for First Five Years of Agreement	<u>2.1</u> %
Annual Percentage Applied to All JOC Work Orders for Optional Year 1	<u>2.1</u> %
Annual Percentage Applied to All JOC Work Orders for Optional Year 2	<u>2.1</u> %

*Contractor is not guaranteed any amount of JOC Work for any year of the Agreement. JOC Work may increase or decrease every year based on the needs of the Contracting Entity. Further, for any JOC Projects that are moved from a prior Gordian agreement with any Contracting Entity to this Agreement, such JOC project work orders will be segregated in the JOC System in a manner that prevents these JOC project work orders that were already charged a licensing fee in a prior Gordian agreement from being charged again under this Agreement.

Table 3 - Firm Fixed Hourly Rate for Optional Work	
Firm Fixed Hourly Rate for Optional Work	\$ <u>170</u> / hour

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 1 of 2

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

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 2 of 2

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

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

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

COPYRIGHT ASSIGNMENT AGREEMENT

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

Page 1 of 2

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

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

Page 2 of 2

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

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

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

COPYRIGHT ASSIGNMENT AGREEMENT

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT E

JOB ORDER CONTRACT (JOC) SYSTEM AND RELATED CONSULTING SERVICES

THIRD-PARTY PRODUCTS

As of the Effective Date of this Agreement, the following Third-Party Software will be provided by Proposer. Should this change during the term of the Agreement, this Exhibit will be updated to reflect any additional Third-Party Software.

Third Party Software			
	Name	Vendor	Purpose / Function
1	N/A		
2			
3			


The Gordian Group, Inc.	
Proposer's Name:	
Ammon Leshner	
Authorized representative Name:	
Signature: 	Date: 4/12/24

EXHIBIT F PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through L, inclusive, of this Contract (Exhibits A-L) and this PRS, Exhibits A-L shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-L, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
A. SCOPE OF WORK				
1. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State, or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Project Schedule	Contractor fails to complete work within the time specified in the project schedule.	\$200 for each calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	\$100 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Respond to complaints, requests, and discrepancies.	Contractor fails to respond within 24 hours of a reported complaint, request, and/or discrepancy.	\$100 per complaint not responded to within the time frame outlined in the specifications.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

EXHIBIT F PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through L, inclusive, of this Contract (Exhibits A-L) and this PRS, Exhibits A-L shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-L, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
5. Respond to bugs or security incidents.	Contractor fails to respond within 24 hours of a reported bug or security incident.	\$100 per complaint not responded to within the time frame outlined in the specifications.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
B. CONTRACT ADMINISTRATION				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	\$200 per day; work/contract suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	\$200 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Use of Subcontractor without Approval and/or Authorization.	Obtain County's written approval prior to subcontracting any work.	\$500 per occurrence; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. License and Certification	All license and certifications required to perform the work, if any.	\$200 per day; suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Assignment and Delegation	Contractor shall not assign its rights or delegate its duties under this Contract, or both,	\$200 per day the County is not informed of this change; suspension;	<input type="checkbox"/> Yes <input type="checkbox"/> No	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

EXHIBIT F PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through L, inclusive, of this Contract (Exhibits A-L) and this PRS, Exhibits A-L shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-L, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
	whether in whole or in part, without the prior written consent of County.	possible termination for default of contract.	<input type="checkbox"/> N/A	
6. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$500 per occurrence; suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

EXHIBIT G

**JOB ORDER CONTRACT (JOC) SYSTEM
AND RELATED CONSULTING SERVICES
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 Agreement and its various exhibits and attachments, will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

1.1 Acceptance

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

1.2 Contracting Entity Data

All of the Contracting Entity information, data, records, and information of Contracting Entity to which Consultant has access, or is otherwise provided to Consultant under this Agreement, during the use and/or provisioning of the JOC System, including any data entered/stored/accessed during use of the JOC System by users of the JOC System. Such users include Contracting Entity's contractors and consultants in the JOC Program. Consultant's JOC Book is not included in the definition of Contracting Entity Data.

1.3 Unit Price Book, Price Catalog and Technical Specifications, or JOC Book

As defined and required by Exhibit A (Scope of Services). The Unit Price Book, also known as JOC Book, will also be electronic and work within the JOC System as required by the Agreement so as to meet the requirements and needs of the JOC Program.

1.4 Deliverable(s)

Whether singular or plural, will mean software, items and/or services provided or to be provided by Consultant under this Agreement 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).

1.5 Documentation

All of Consultant's training course materials, JOC System specifications and technical manuals, and all other user instructions regarding the capabilities, operation, and use of the JOC System, including, but not limited to, online help screens contained in the JOC System, existing as of the Effective Date and any revisions, supplements, or updates thereto. Documentation does not include anything created by Contracting Entity that may be included in the Documentation.

1.6 Error

With respect to the JOC System, Support Services, Maintenance Services, other Services, or Deliverables, a failure of the JOC System, Support Services, other Services, or Deliverables to conform to its specifications, or with respect to the JOC System, a failure that impairs the performance of the JOC System when operated in accordance with the Agreement.

1.7 Hosted Services

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

1.8 JOC System

The Licensed Software, JOC Book, Support Services, Maintenance Services, all related services, equipment, hosting, and any other item required for the Consultant to deploy and provide the JOC System from its facilities and to Contracting Entity as a "software as a service" or other Licensed Software model, in accordance with this Agreement to fulfil the needs of the JOC Program.

1.9 Licensed Software or JOC Software

Individually each, and collectively all, of the computer programs provided by Consultant under this Agreement (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 Consultant, and Revisions, and any and all programs otherwise provided by Consultant under this Agreement. All Licensed Software and the components thereof will be release versions, and will not be test versions (e.g., alpha or beta test version), unless otherwise agreed to in writing by Contracting Entity.

1.10 Maintenance Services

The provision of maintenance and continued management and operation services for the JOC 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 Consultant to Contracting Entity upon Contracting Entity's request and approval.

1.12 Production Use

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

1.13 Professional Services

Services, including but not limited to, consulting services, additional training and/or customizations, which Consultant may provide upon Contracting Entity's request therefore in the form of Optional Work.

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 Agreement, 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 Consultant under this Agreement, but only to the extent: (i) not inconsistent with any of the foregoing; and (ii) acceptable to Contracting Entity in its sole discretion; and all written and/or electronic materials furnished or made available by or through Consultant regarding the JOC System, including functionality, features, capacity, availability, response times, accuracy, or any other performance or other JOC System criteria or any element of the JOC 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 Consultant to its other customers.

1.16 Services

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

1.17 Subscription Services

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

1.18 Support Services

As defined in Exhibit A (Scope of Services).

1.19 Third Party Product

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

1.19 Users

All Contracting Entity authorized users of the JOC System, including but not limited to Contracting Entity employees and its authorized agents, contractors, subcontractors and consultants.

1.20 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 Consultant under this Agreement. 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 Consultant prior to performance or independent of this Agreement ("Background Intellectual Property") or (b) the JOC System, which includes the Licensed Software and JOC Book, whether created before or after the Effective Date of this Agreement, or any modifications thereto made by Consultant.

2. LICENSED SOFTWARE AND INTELLECTUAL PROPERTY.

2.1 License Grant.

2.1.1 JOC System License

Contractor hereby grants to the Contracting Entity, and the Contracting Entity hereby accepts from Contractor for the Term of this Agreement, a non-exclusive right, privilege and license to use Contractor's Job Order Contracting System and other related proprietary materials (collectively referred to as "Proprietary Information") (hereinafter "License") to be used for the sole purpose of operating Contracting Entity's Job Order Contracting program. This License covers the Contracting Entity and its Users, and there shall be no additional cost for licensing separately applied by Consultant to Contracting Entity's Users. The parties hereby agree that Proprietary Information will include, but is not limited to, the JOC System, its applications and support documentation, Construction Task Catalog® (also commonly referred to in Exhibit A (Scope of Work) as Price Catalog and Technical Specifications or Unit Price Book), construction cost data, training materials and other proprietary materials provided by the Contractor.

Contractor agrees to include each contractor that is awarded a JOC contract by the Contracting Entity under Contracting Entity's JOC System License, provided the Contractor agrees to abide by the terms and conditions of the JOC System License Agreement presented as part of their use of the JOC System. No other third-parties may access the Proprietary Information without Contractor's consent.

In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Agreement

or any purchase order or similar purchasing document issued by Contracting Entity, this JOC System License will take precedence.

2.1.2 Documentation.

At no additional charge to Contracting Entity, Consultant will provide or make available to Contracting Entity all Documentation relating to the JOC System pursuant to a fully-paid, worldwide, non-exclusive, license during the Term of this Agreement for its business purposes. This license does not permit Contracting Entity to allow another consultant on the Contracting Entity's JOC bench to use this Documentation. If the Documentation for the JOC System is revised or supplemented at any time, Consultant will promptly provide or make available to Contracting Entity a copy of such revised or supplemental Documentation, at no additional cost to Contracting Entity. Contracting Entity may, at any time, reproduce copies of all Documentation and other materials provided or made available by Consultant, distribute such copies to Contracting Entity personnel or Contracting Entity designees and users of the JOC System, and incorporate such copies into its own technical and user manuals, provided that such reproduction relates to Contracting Entity's and users' use of the JOC System as permitted in this Agreement, and all copyright and trademark notices, if any, are reproduced thereon. Consultant will provide or make available to Contracting Entity all Documentation in electronic form.

2.1.3 Additional License Restrictions

In the event this Agreement expires or terminates as provided herein, this License will terminate and the Contracting Entity will cease using the System and all Proprietary Information, but may maintain Deliverable versions of the Proprietary Information for its governmental, record keeping, and auditing purposes.

The Contracting Entity acknowledges that disclosure of Proprietary Information will result in irreparable harm to the Contractor for which monetary damages would be an inadequate remedy and agrees that no such disclosure will be made to anyone without first receiving the written consent of Contractor. The Contracting Entity further acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Proprietary Information during and after the Term of this Agreement and will at all times reasonably maintain confidentiality with regard to the Proprietary Information provided to

Contracting Entity, subject to federal and state laws related to public records disclosure.

Upon expiration or termination of this Agreement as provided herein, Contractor will provide to the Contracting Entity all project data generated by the Contracting Entity in a form accessible by a standard database program, such as Microsoft® Access®.

2.2 Revisions.

2.2.1 Notice of Revisions.

Consultant 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 Contracting Entity previously received and will continue to comply with all of the requirements of this Agreement, and (b) Contracting Entity will be provided, at least sixty (60) days in advance of any such changes and after the first year from the Effective Date of this Agreement, thirty (30) 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 JOC System, including, but not limited to, a failure to comply with the requirements of this Agreement, or compatibility with Contracting Entity's technical, business or regulatory requirements, including, without limitation, hardware, software, or browser configurations, then Contracting Entity 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 Agreement.

2.2.2 Revisions During Term.

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

Product"), Contracting Entity will receive such Displaced/Renamed Product as a Revision.

2.3 Work Product and Background Intellectual Property.

2.3.1 Ownership of Contracting Entity Data.

All Contracting Entity Data, including confidential information provided or made accessible by Contracting Entity to Consultant, is and will remain the property of Contracting Entity. Upon termination or expiration of the Agreement for any reason, or upon Contracting Entity's written request at any time, the Consultant will provide Contracting Entity, at no additional cost and no later than fifteen (15) calendar days after the termination, expiration or the Contracting Entity's request, any Contracting Entity Data or other proprietary data belonging to the Contracting Entity stored within the JOC System. Such data will be provided to the Contracting Entity on an external media drive in a platform-agnostic format or in any specific format reasonably requested by Contracting Entity. At the Contracting Entity's option, and aside from Contracting Entity's Data that may be used by Consultant pursuant to the license granted below, the Consultant will destroy all originals and copies of all such data, and other related information or documents.

Contracting Entity grants to Consultant a fully-paid, worldwide, non-exclusive, non-transferable and perpetual license to use Contracting Entity's Data in the JOC System for its business purposes.

2.3.2 Ownership of Background Intellectual Property & Licensed Software.

Consultant retains all right, title and interest in and to any such Background Intellectual Property, JOC System, JOC Book, Documentation and Licensed Software whether created before or after the Effective Date of this Agreement (including any modifications thereto made by Consultant). However, to the extent Background Intellectual Property constitutes or is incorporated into Work Product or required for Contracting Entity to fully exploit such Work Product or the JOC System, Consultant hereby grants to Contracting Entity 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 Contracting Entity's business, the Background Intellectual Property constituting or incorporated into the Work Product or otherwise delivered to Contracting Entity in

connection with this Agreement, and provided further that the Background Intellectual Property is not separately commercially exploited by Contracting Entity. Any and all Background Intellectual Property which Consultant desires to use hereunder, and which Consultant considers to be proprietary or confidential, will be plainly and prominently marked by Consultant as "PROPRIETARY" or "CONFIDENTIAL", unless otherwise reasonably known to Contracting Entity to be Background Intellectual Property.

2.4 Third Party Product.

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

3. SERVICES.

3.1 Services Generally.

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

3.2 Training.

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

3.3 Support Services and Maintenance Services.

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

4. ACCEPTANCE

4.1 Acceptance Criteria

The JOC 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 Contracting Entity, 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 will be based, at a minimum, on conformance of the JOC System, Services, and Deliverables, to the Specifications. In the event the parties fail to agree upon Acceptance Criteria, the acceptability of the JOC System, Services, Deliverables, and milestones, and the JOC System as a whole, will be based solely on Contracting Entity's reasonable satisfaction therewith.

4.2 Acceptance Tests

When Consultant notifies Contracting Entity that the JOC System has been implemented as required in Exhibit A (Scope of Services) or that a Service, Deliverable, or milestone (if applicable) has been completed, Contracting Entity may, in its sole discretion, elect to test or evaluate the related JOC System, Services, Deliverables, and/or milestones to determine whether they comply in all material respects with the Acceptance Criteria and the JOC 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 Contracting Entity.

For each test, Consultant will provide Contracting Entity testing scenarios consistent with Consultant's best practices for the applicable JOC System, Service, Deliverable, and/or milestone.

4.3 Production Use

The JOC System will be ready for Production Use when the Contracting Entity Project Director, or his/her designee, approves in writing the JOC System for use with the JOC Program.

4.4 Final Acceptance

4.4.1 Conduct Performance Verification

Following successful transitioning of the JOC System to Production Use, Contracting Entity will monitor for Errors and Consultant will maintain the JOC System in Production Use for a minimum of thirty (30) consecutive days. Upon occurrence of an Error, Consultant will provide Contracting Entity with a diagnosis of the Error and proposed solution(s), and Consultant will correct such Error by re-performance pursuant to, and subject to, the provisions of this Agreement. Contracting Entity and Consultant will 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 Contracting Entity in the use of the JOC System will be subject to the applicable terms under the Agreement as more fully described in Exhibit A (Scope of Services).

4.4.2 Final Acceptance

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

4.5 Failed Testing

- 4.5.1 If the Contracting Entity's Project Director makes a good faith determination at any time that the JOC 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 Contracting Entity's Withholds

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

5. Reserved.

6. Disabling Device

Consultant represents and warrants that Consultant will not intentionally cause any unplanned interruption of the operations of, or accessibility to the JOC 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 Contracting Entity Confidential Information or of causing any unplanned interruption of the operations of, or accessibility of the JOC System or any component to Contracting Entity or any user or which could alter, destroy, or inhibit the use of the JOC System or any component, or the data contained therein (collectively, "Disabling Device(s)"), which could block access to or prevent the use of the JOC System or any component by Contracting Entity or users. Consultant represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any JOC System component provided to Contracting Entity under this Agreement, nor will Consultant knowingly permit any subsequently delivered or provided JOC System component to contain any Disabling Device. In addition, Consultant will prevent viruses from being incorporated or introduced into the JOC System or Revisions thereto prior to the installation onto the JOC System and will prevent any viruses from being incorporated or introduced in the process of Consultant's performance of on-line support.

7. Non-Infringement

To the best of Consultant's knowledge, the JOC System, Services and the Deliverables will not contain defamatory or indecent matter, and Contracting Entity's permitted use of the JOC 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 Agreement. In addition, Consultant also represents and warrants that based on pending actions, claims, disputes, or other information, Consultant has no knowledge of a failure of the JOC System to perform in accordance with the requirements of this Agreement.

9. Assignment of Warranties

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

10. Other Warranties

During the Term of this Agreement, Consultant will not subordinate this Agreement or any of its rights hereunder to any third party without the prior written consent of Contracting Entity, and without providing in such subordination instrument for non-disturbance of Contracting Entity's use of the JOC System (or any part thereof) in accordance with this Agreement. This Agreement and the JOC 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 Consultant's creditors. Contracting Entity is entitled to use the JOC System without interruption. As of the date furnished, no statement contained in writing in the response to the request for proposals for the JOC System contains any untrue statements about the prior experience or corporate description of Consultant, or omits any fact necessary to make such statement not misleading.

11. Maintenance Services

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

12. JOC System Performance Requirements

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

13. Data Destruction

Consultant(s) and Vendor(s) that have maintained, processed, or stored the Contracting Entity' ("Contracting Entity") 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, and its cloud service provider, Microsoft Azure.

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 Contracting Entity, or external to the Contracting Entity's boundaries. The Contracting Entity must receive within ten (10) business days, a signed document from Consultant(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 will certify that any Contracting Entity Data, including confidential information 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, and its cloud service providers, Microsoft Azure. Vendor will provide Contracting Entity with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all Contracting Entity Data was destroyed and is unusable, unreadable, and/or undecipherable.

14. Security Breach and Notification

Consultant will, as soon as reasonably practicable under the circumstances, take reasonable steps to remedy any security breach and prevent any further security breach at Consultant's expense in accordance with applicable privacy rights, laws, regulations and standards. Consultant will reimburse Contracting Entity for actual costs incurred by Contracting Entity in responding to, and mitigating damages caused by, any security breach, including all costs of notice and/or remediation. Consultant will also notify the Contracting Entity project manager and Contracting Entity Information Security Officer as soon as reasonable

practicable under the circumstances, not to exceed seventy-two (72) hours of any suspected security breach.

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

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

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

1. DEFINITIONS

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

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

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

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

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

a. Information Security Program

The Consultant will maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the Contracting Entity Information covered under this Agreement.

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

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

The Consultant's Information Security Program will:

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

b. Privacy Program

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

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

The Consultant's Privacy Program will include:

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

3. PROPERTY RIGHTS TO CONTRACTING ENTITY INFORMATION

All Contracting Entity Information is deemed property of the Contracting Entity, and the Contracting Entity will retain exclusive rights and ownership thereto. Contracting Entity Information will not be used by the Consultant for any purpose other than as required under this Agreement, nor will such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Consultant, or commercially exploited or otherwise used by, or on behalf of, the Consultant, its officers, directors, employees, or agents. The Consultant may assert no lien on or right to withhold from the Contracting Entity, any Contracting Entity Information it receives from, receives addressed to, or stores on behalf of, the Contracting Entity. Notwithstanding the foregoing, the Consultant may aggregate, compile, and use Contracting Entity Information in order to improve, develop or enhance the System Software and/or other services

offered, or to be offered, by the Consultant, provided that (i) no Contracting Entity Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the Contracting Entity, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Consultant specifically consents to the Contracting Entity's access to such Contracting Entity Information held, stored, or maintained on any and all devices Contactor owns, leases or possesses.

4. CONTRACTOR'S USE OF CONTRACTING ENTITY INFORMATION

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

5. SHARING CONTRACTING ENTITY INFORMATION AND DATA

The Consultant will not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Contracting Entity Information to a third party other than as permitted in this Agreement, for monetary or other valuable consideration.

6. CONFIDENTIALITY

a. Confidentiality of Contracting Entity Information

The Consultant agrees that all Contracting Entity Information marked as "Confidential" along with any Contracting Entity Information that should reasonably be understood as confidential or proprietary, to Contracting Entity shall be treated as Confidential Information.

b. Disclosure of Contracting Entity Information

The Consultant may disclose Contracting Entity Information only as necessary to carry out its obligations under this Agreement, or as required by law, and is prohibited from using Contracting Entity Information for any other purpose without the prior express written approval of the Contracting Entity's contract administrator in consultation with the Contracting Entity's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose Contracting Entity Information, the Consultant will notify the Contracting Entity's contract administrator immediately and prior to any such disclosure, to provide the

Contracting Entity an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

c. Disclosure Restrictions of Non-Public Information

While performing work under the Agreement, the Consultant may encounter Contracting Entity Non-public Information (“NPI”) in the course of performing this Agreement, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as “Internal Use”, “Confidential” or “Restricted” as defined in Board of Supervisors Policy 6.104 – Information Classification Policy as NPI. The Consultant will not disclose or publish any Contracting Entity NPI and material received or used in performance of this Agreement. This obligation is perpetual.

d. Individual Requests

The Consultant will acknowledge any request or instructions from the Contracting Entity regarding the exercise of any individual’s privacy rights provided under applicable federal or state laws. The Consultant will have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the Contracting Entity within seven (7) calendar days. If an individual makes a request directly to the Consultant involving Contracting Entity Information, the Consultant will notify the Contracting Entity within five (5) calendar days and the Contracting Entity will coordinate an appropriate response, which may include instructing the Consultant to assist in fulfilling the request. Similarly, if the Consultant receives a privacy or security complaint from an individual regarding Contracting Entity Information, the Consultant will notify the Contracting Entity as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the Contracting Entity will coordinate an appropriate response.

e. Retention of Contracting Entity Information

The Consultant will not retain any Contracting Entity Information for any period longer than necessary for the Consultant to fulfill its obligations under the Agreement and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Consultant will perform background and security investigation procedures in the manner prescribed in this Exhibit unless the Agreement prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this Exhibit.

To the extent permitted by applicable law, the Consultant will screen and conduct background investigations on all Consultant employees and Subcontractors as appropriate to their role, with access to Contracting Entity Information for potential

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

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

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

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

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

8. SUBCONTRACTORS

The Contracting Entity acknowledges that in the course of performing its services, the Consultant may desire or require the use of goods, services, and/or assistance of Subcontractors. The terms of this Exhibit will also apply to all Subcontractors. The Consultant or Subcontractor will be subject to the following terms and conditions: (i) each Subcontractor must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Consultant to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Agreement including this Exhibit; and (ii) the Consultant will be and remain fully liable for the acts and omissions of each Subcontractor and fully responsible for the due and proper performance of all Consultant obligations under this Agreement. These provisions do not apply to Consultant's cloud service provider, Microsoft Azure, but Consultant will remain responsible for meeting all hosting requirements.

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

9. STORAGE AND TRANSMISSION OF CONTRACTING ENTITY INFORMATION

All Contracting Entity Information will be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Consultant will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store Contracting Entity Information to AES 256 at rest.

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

10. RETURN OR DESTRUCTION OF CONTRACTING ENTITY INFORMATION

The Consultant will return or destroy Contracting Entity Information in the manner prescribed in this Exhibit unless the Agreement prescribes procedures for returning or destroying Contracting Entity Information and those procedures are no less stringent than the procedures described in this Exhibit.

a. Return or Destruction

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

b. Method of Destruction

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

11. PHYSICAL AND ENVIRONMENTAL SECURITY

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

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

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

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

The Consultant must have a continuity policy. This policy must include a geographically separate back-up data center and a formal framework. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer Contracting Entity Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Consultant makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF CONTRACTING ENTITY INFORMATION), all such backups will be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF CONTRACTING ENTITY INFORMATION.

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF CONTRACTING ENTITY INFORMATION, Contracting Entity Information (i) may only be made available and accessible to those parties explicitly authorized under the Agreement; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF CONTRACTING ENTITY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Consultant and approved by the Contracting Entity's Chief Information Security Officer in writing. The foregoing requirements will apply to back-up media stored by the Consultant at off-site facilities.

The Consultant will implement formal procedures to control access to Contracting Entity systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services will be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Consultant will have policies and procedures in place to ensure that unnecessary and/or unused access to Contracting Entity Information is removed in a timely manner;
- d. Applications will include access control to limit user access to Contracting Entity Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Consultant will record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF CONTRACTING ENTITY INFORMATION) must be disposed of or sent off-site for servicing, if any. the Consultant will ensure all Contracting Entity Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF CONTRACTING ENTITY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Consultant will:

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

**Contracting Entity Chief Information Security Officer and Chief Privacy Officer
Email**

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Jeffrey Aguilar

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

Chief Privacy Officer:

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

Departmental Information Security Officer:

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

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

- e. Assist and cooperate with forensic investigators, the Contracting Entity, law firms, and and/or law enforcement agencies at the direction of the Contracting Entity to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the Contracting Entity on any additional disclosures that the Contracting Entity is required to make as a result of the Incident.
- f. Allow the Contracting Entity or its third-party designee to perform an audit of the relevant security documentation of the System, and/or perform non-intrusive and non-authenticated vulnerability scans of the System. .

Notwithstanding any other provisions in this Agreement and Exhibit, The Consultant will be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving Contracting Entity Information caused by the Consultant's negligence, wrongdoing, or lack of Information Security or privacy controls or provisions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

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

16. AUDIT AND INSPECTION

a. Self-Audits

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

The Consultant will have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Consultant will provide the audit results and any corrective action documentation to the Contracting Entity promptly upon its completion at the Contracting Entity's request. With respect to any other report, certification, or audit or

test results prepared or received by the Consultant that contains any Contracting Entity Information, the Consultant will promptly provide the Contracting Entity with copies of the same upon the Contracting Entity's reasonable request, including identification of any failure or exception in the Consultant's Information systems, products, and services, and the corresponding steps taken by the Consultant to mitigate such failure or exception. Any reports and related materials provided to the Contracting Entity pursuant to this Exhibit will be provided at no additional charge to the Contracting Entity.

Further, when not prohibited by regulation, the Consultant will provide to the Contracting Entity a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Consultant or a third party related to handling of Contracting Entity's Data; and (ii) corrective actions or modifications, if any, the Consultant will implement in response to such audits.

b. Contracting Entity Requested Audits

Upon request of the Contracting Entity, Contractor shall permit the Contracting Entity or its authorized third party designee to perform an audit of the relevant security documentation of the application in scope, and/or perform non-intrusive and non-authenticated vulnerability scans of the application in scope or in the alternative, or undergo a third party risk assessment by way of responding to a security due-diligence questionnaire.

EXHIBIT I

ADDITIONAL PROVISIONS FOR THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY (LACDA)

[APPLICABLE ONLY IF THE CONTRACTING ENTITY IS THE LACDA]

1. SOURCE AND APPROPRIATION OF FUNDS

The Contracting Entity's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development (HUD) and, for the purpose of this Agreement. All funds are appropriated every fiscal year beginning July 1.

In the event this Agreement extends into succeeding fiscal years and funds have not been appropriated, this Agreement will automatically terminate as of June 30 of the current fiscal year. The Contracting Entity will endeavor to notify the Consultant in writing within ten (10) days of receipt of non-appropriation notice.

2. POST MOST WANTED DELINQUENT PARENTS LIST

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is County's and Contracting Entity's policy to strongly encourage all Contractors to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Consultant's place of business. The Child Support Services Department (CSSD) will supply Consultant with the poster to be used.

3. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Consultant will comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States will, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

4. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973

The Consultant will comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States will be excluded from participating in, denied the benefits of, or subject to discrimination under this Agreement on the basis of age or with respect to an otherwise qualified disabled individual.

5. THIS SECTION INTENTIONALLY OMITTED

6. FEDERAL LOBBYIST REQUIREMENTS

The Consultant is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The Consultant must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Consultant will comply with the Lobbyist Requirements.

Failure on the part of the Consultant or persons/subcontractors acting on behalf of the Consultant to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

7. PATENT RIGHTS

Excluding the Background Intellectual Property, the Licensed Software and the System, the Contracting Entity will hold all the patent rights with respect to any new discovery or invention, which arises or is developed in the course of, or under this Agreement.

8. COPYRIGHT

Excluding the Proprietary Information identified in the JOC System License, which Consultant will retain all ownership of and rights thereto, no other report, maps, or other documents produced in whole or in part under this Agreement will be the subject of an application for copyright by or on behalf of the Consultant. All such documents, except the Background Intellectual Property, Licensed Software, and System as described in this Agreement, become the property of the Contracting Entity and the Contracting Entity holds all the rights to said data.

9. CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification as included in Attachment C – Required Agreement Forms, the Contracting Entity

seeks to ensure that all Contracting Entity contractors that receive or raise charitable contributions comply with California law in order to protect the Contracting Entity and its taxpayers. A Consultant that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

10. CONTRACTOR'S COMPLIANCE WITH THE CONTRACTING ENTITY'S SMOKE FREE POLICY AT ALL HOUSING DEVELOPMENT PROPERTIES

The Consultant represents that it will comply with the Contracting Entity's policy strictly prohibiting smoking on all Housing Authority housing development properties, except at the South Bay Gardens Senior Housing Development located at 230 E. 130th Street, Los Angeles, CA 90061, where smoking is permitted only in a specified open area that is at least 20 feet away from a Housing Authority building and is clearly labeled as a "Smoking Designated Area." The Consultant acknowledges and understands that the Contracting Entity's smoke free policy applies to all residents, guests, visitors, vendors, contractors, and staff.

EXHIBIT J**INDEMNIFICATION AND INSURANCE PROVISIONS****I. Indemnification**

Consultant must indemnify, defend, and hold harmless the County of Los Angeles, the Los Angeles County Development Authority, their Special Districts, Elected Officials, Appointed Officers, Agents, Employees, and Volunteers ("Contracting Entity Indemnitees"), from and against any and all liability including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), to the extent arising from the Contractor's actions, omissions, negligence or willful misconduct. This Section I (Indemnification) also must include any and all intellectual property liability, including copyright infringement and similar claims.

II. Reserved**III. General Insurance Requirements**

Without limiting Consultant's indemnification of Contracting Entity, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Consultant must provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and paragraph F of this Section. 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 Consultant pursuant to this Agreement. The Contracting Entity in no way warrants that the Required Insurance is sufficient to protect the Consultant for liabilities which may arise from or relate to this Agreement.

A. Evidence of Coverage and Notice to Contracting Entity

- A certificate(s) of insurance coverage (Certificate) satisfactory to Contracting Entity, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, the Los Angeles County Development Authority, their Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers has been given Insured status under the Consultant's General Liability policy, must be delivered to Contracting Entity at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates must be provided to Contracting Entity not less than ten days prior to Consultant's policy expiration dates. The Contracting Entity reserves the right to obtain complete, certified

copies of any required Consultant and/or Subcontractor insurance policies at any time.

- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Consultant identified as the contracting party in this Agreement. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000 and list any Contracting Entity-required endorsement forms.
- Neither the Contracting Entity's failure to obtain, nor the Contracting Entity's receipt of, or failure to object to a noncomplying insurance certificate or endorsement, or any other insurance documentation or information provided by the Consultant, its insurance broker(s) and/or insurer(s), must be construed as a waiver of any of the Required Insurance provisions.

- Certificates and copies of any required endorsements must be sent to:

Los Angeles County Public Works
Business Relations and Contracts Division
P.O. Box 1460
Alhambra, California 91802-1460
Attention: Jairo Flores

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

B. Additional Insured Status and Scope of Coverage

The County of Los Angeles, the Los Angeles County Development Authority, their Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers must be provided additional insured status

under Consultant's General Liability policy with respect to liability arising out of Consultant's ongoing and completed operations performed on behalf of the Contracting Entity. The County of Los Angeles, the Los Angeles County Development Authority, their Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers additional insured status must apply with respect to liability and defense of suits arising out of the Consultant's acts or omissions, whether such liability is attributable to the Consultant or to the Contracting Entity. The full policy limits and scope of protection also must apply to the County of Los Angeles, the Los Angeles County Development Authority, their Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, even if they exceed the Contracting Entity's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein. The additional insured coverage required under this Section shall not apply to Contractor's Workers Compensation and Employers' Liability, Cyber Liability, Technology Errors and Omissions, and Professional/Errors and Omissions liability policies.

C. Cancellation of or Changes in Insurance

Consultant must provide Contracting Entity with, or Consultant's insurance policies will contain a provision that Contracting Entity must receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to Contracting Entity by Contractor at least ten days in advance of cancellation for nonpayment of premium and 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 Agreement, in the sole discretion of the Contracting Entity, upon which the Contracting Entity may suspend or terminate this Agreement.

D. Failure to Maintain Insurance

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

E. Insurer Financial Ratings

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

F. Consultant's Insurance Must Be Primary

Consultant's insurance policies, with respect to any claims related to this Agreement, must be primary with respect to all other sources of coverage available to Consultant. Any Contracting Entity-maintained insurance or self-insurance coverage must be in excess of and not contribute to any Consultant coverage. The primary coverage requirement outlined under this Section shall not apply to Contractor's Workers Compensation and Employers' Liability, Cyber Liability, Technology Errors and Omissions, and Professional/Errors and Omissions liability policies.

G. Waivers of Subrogation

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

H. Subcontractor Insurance Coverage Requirements

Consultant must include all Subcontractors as insureds under Consultant's own policies, or must provide Contracting Entity with each Subcontractor's separate evidence of insurance coverage. Consultant must be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and must require that each Subcontractor name the Contracting Entity of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, Volunteers, and Consultant as additional insureds on the Subcontractor's General Liability policy. Consultant must obtain Contracting Entity's prior review and approval of any Subcontractor request for modification of the Required Insurance.

I. Deductibles and Self-Insured Retentions (SIRs)

Consultant's policies must not obligate the Contracting Entity to pay any portion of any Consultant deductible or SIR.

J. Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date must precede the effective date of this Agreement. Consultant understands and agrees it must maintain such

coverage for a period of not less than three years following Agreement expiration, termination, or cancellation.

K. Application of Excess Liability Coverage

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

L. Separation of Insureds

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

M. Alternative Risk Financing Programs

The Contracting Entity reserves the right to review, and then approve, Consultant use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, the Los Angeles County Development Authority, their Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers must be designated as an Additional Covered Party under any approved program.

N. County Review and Approval of Insurance Requirements

If Consultant fails to meet any of the Required Insurance limits or provisions contained here, the County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

IV. Insurance Coverage

- A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming The County of Los Angeles, the Los Angeles County Development Authority, their Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers 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

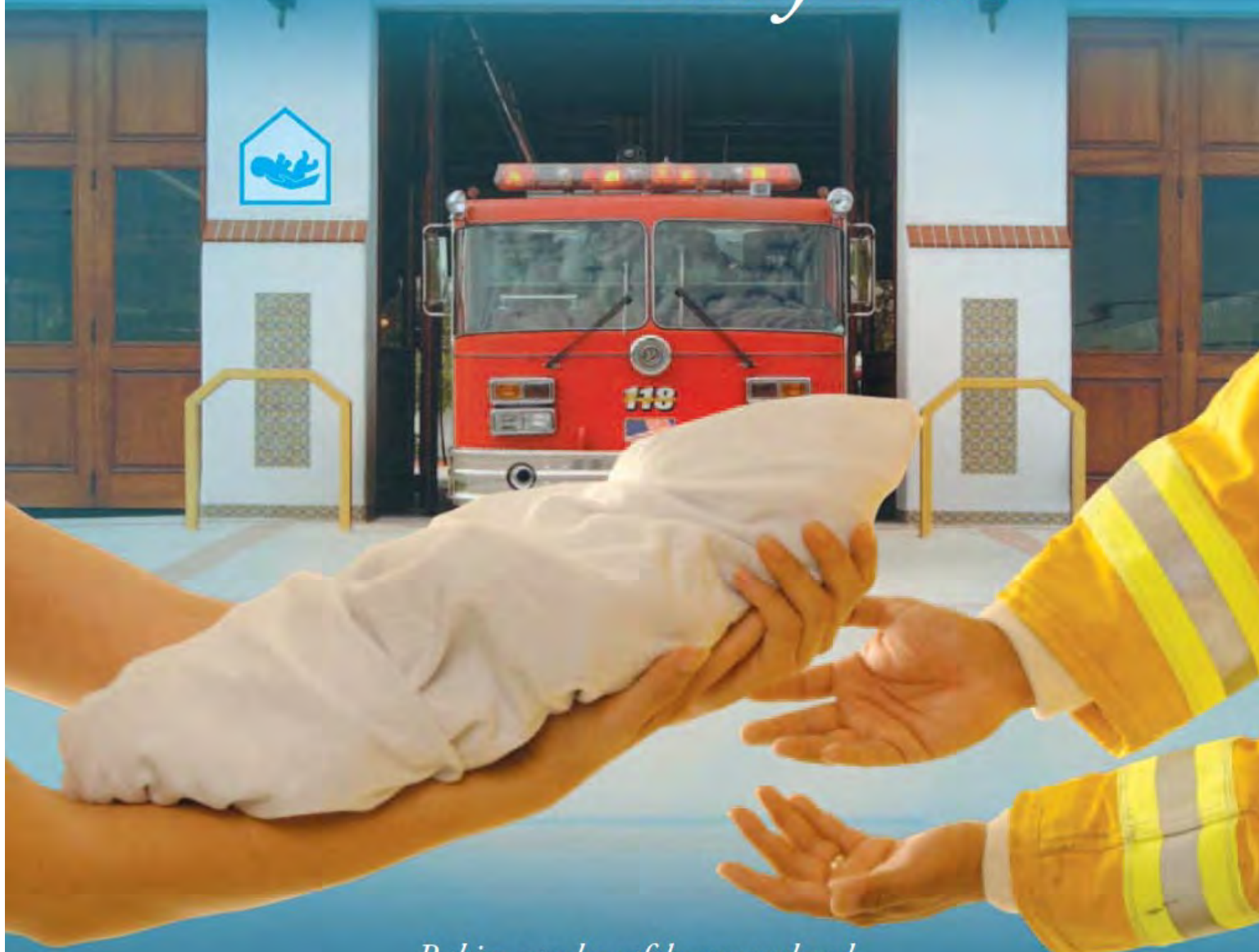
- B. Automobile Liability insurance (providing scope of coverage equivalent to

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 must cover liability arising out of Consultant's use of autos pursuant to this Agreement, including owned, leased, hired, and/or nonowned 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 Consultant is a temporary staffing firm or a Professional Employer Organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the Contracting Entity as the Alternate Employer. The written notice must be provided to Contracting Entity at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Consultant's operations, coverage also must be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.
- D. Professional Liability/Errors and Omissions Insurance covering Consultant's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Consultant understands and agrees it must maintain such coverage for a period of not less than three years following this Agreement'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 \$5 million.
- F. Cyber Liability Insurance: The Consultant will secure and maintain cyber liability insurance coverage with limits of \$1 million per occurrence and \$2 million in the aggregate during the term of the Agreement, including coverage for: network security liability; privacy liability; privacy regulatory

proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of Contracting Entity Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and data/information loss and business interruption; any other liability or risk that arises out of the Agreement. The Consultant will add the Contracting Entity as an additional insured to its cyber liability insurance policy and provide to the Contracting Entity certificates of insurance evidencing the foregoing upon the Contracting Entity's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Consultant's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and Contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from Contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a Contract or agreement with the County.
- B. "County" shall mean the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the Contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended Contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and Contract language.

All solicitations and all new, renewed, extended, and/or amended Contracts shall contain language, which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded Contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new Contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing Contract, and failure to cure the breach within ten days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the Contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new Contract, or renewal, extension or amendment of an existing Contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in

payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following Contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A Contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular Contractor;
3. A purchase made through a State or Federal Contract;
4. A Contract where State or Federal monies are used to fund service-related programs including, but not limited to, voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement;
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process;
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National Contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and intermember with existing supplies, equipment, or systems maintained by the County pursuant to the Los Angeles Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision;

12. A nonagreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual Section P-0900 or a successor provision;
 14. Other Contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County Contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the Contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the Contract; and/or,
 2. Pursuant to Chapter 2.202, seek the debarment of the Contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2024)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Certificate.

Note: You are encouraged to notify all employees whose wages for 2024 are less than \$66,819 that they may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you

must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 3, 2025.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/FormsPubs. Or you can go to www.irs.gov/OrderForms to order it.

How Will My Employees Know if They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the Instructions for Form 1040.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2024 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2024 and owes no tax but is eligible for a credit of \$800, they must file a 2024 tax return to get the \$800 refund.

AGREEMENT FOR JOB ORDER CONTRACT (JOC) SYSTEM AND RELATED CONSULTING SERVICES

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

BY AND BETWEEN

LOS ANGELES COUNTY DEVELOPMENT
AUTHORITY, hereinafter referred to as
"Contracting Entity" or "LACDA",

AND

FACILITY OPTIMIZATION SOLUTIONS, LLC,
hereinafter referred to as "Consultant" or
"Contractor".

The parties hereto do mutually agree as follows:

1. Definition

Contracting Entity means the Los Angeles County Development Authority. Other definitions and defined terms are contained in the various Exhibits attached to this Agreement.

2. Consultant's Services

The Scope of Services will be as outlined in Exhibit A (Scope of Services) dated January 2025. As provided in Exhibit A, Consultant will provide an existing JOC System that includes a Construction Cost Catalogue (i.e. JOC Book) and JOC Software and provide Subscription Services that includes Support Services and Maintenance Services. Consultant's proposal is incorporated herein as a part of this Agreement. In the event that any conflict or inconsistency between this Agreement and Consultant's proposal are found, such conflict or inconsistency will be resolved by giving precedence first to the Agreement and the exhibits and attachments to the Agreement. The Exhibits to this Agreement are as follows:

Exhibit A - Scope of Work

Exhibit A.1 - Functional and Technical Requirements

Exhibit A.2 - Minimum System Requirements

Exhibit A.3 - Acceptance Certificate

Exhibit A.4 - Contract Discrepancy Report

Exhibit A.5 - JOC Workflow
Exhibit B - Schedule of Prices
Exhibit C - Contractor Acknowledgement, Confidentiality, and Copyright
Exhibit D - Contractor Non-Employee Acknowledgment, Confidentiality, and
Copyright Assignment Agreement
Exhibit E - Third Party Products
Exhibit F - Performance Requirements Summary
Exhibit G - Additional Information Technology (IT) Provisions
Exhibit H - Information Security and Privacy Requirements
Exhibit I - Additional Provisions for CDC and the Housing Authority
Exhibit J - Indemnification and Insurance Provision
Exhibit K - Safely Surrendered Baby Law Flyer
Exhibit L - Defaulted Property Tax Reduction Program
Exhibit M – Internal Revenue Service Notice

No work will commence on this project until a written Notice to Proceed is issued by Contracting Entity. Contracting Entity does not guarantee or promise that any work will be assigned to Consultant under this Agreement until a written Notice to Proceed is issued by the Contracting Entity. Further, Consultant is not guaranteed any minimum amount of work or business under this Agreement for the JOC Program.

3. Consideration

In consideration of the performance by Consultant to Contracting Entity of the Services described in Section 2 (Consultant Services) above, including receipt and Acceptance of such work by Director of the Contracting Entity of LACDA (hereinafter called Director). The Consultant will be compensated in accordance with the attached Schedule of Prices at Exhibit B for Phase 1 and Phase 2 work. After issuance of a Notice to Proceed by the Contracting Entity, the Consultant will be compensated according to the Schedule of Prices following Acceptance of work. An Agreement year is defined as a one-year period beginning on the execution date of this Agreement and each anniversary thereafter. Mileage is not reimbursable. There will be no additional cost for licensing, access to, or use of the JOC System that is separately applied by Consultant to Contracting Entity's contractors and consultants.

Contracting Entity agrees to pay Consultant at 2.1 percent of the dollar amount of each project work order for the Term (as defined herein) of the Agreement, in accordance with the Schedule of Prices attached to this Agreement as Exhibit B. Contracting Entity does not guarantee any number of project work orders, work or services of any specific monetary amount under this Agreement.

Consultant will invoice Contracting Entity upon the completion of tasks, subtasks, deliverables, and other additional services specified in this Agreement, Scope of Services, and any change orders, as applicable, and which have been approved in

writing by the Contracting Entity.

- a. Monthly payments for the work accomplished shall be made upon verification and Acceptance of such work by Director, as stated in Exhibit A (Scope of Services) and at the rate of 2.10 percent for the entire Term of the Agreement, as set forth in Exhibit B (Schedule of Prices). 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 Contracting Entity's discretion, upon prior written authorization by Director, and will be based on Consultant's Firm Fixed Hourly Rate attached to this Agreement as Exhibit B (Schedule of Prices).
- c. Consultant will not proceed with Professional Services or Optional Work not set forth in the Scope of Services or perform services outside the Agreement Term without an amendment to this Agreement as set forth in Section 49 (Supplemental/Amendment). Consultant will not be paid for any expenditure beyond the Agreement amount stipulated without an amendment to this Agreement.
- d. Consultant will provide access to the JOC System to Contracting Entity contractors and subcontractors at no additional cost.
- e. No Payment for Services Provided Following Expiration/Termination of Agreement: Consultant will have no claim against Contracting Entity for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment it will immediately notify Contracting Entity and will immediately repay all such funds to Contracting Entity. Payment by Contracting Entity for services rendered after expiration/termination of this Agreement will not constitute a waiver of Contracting Entity's right to recover such payment from Consultant. This provision will survive the expiration or other termination of this Agreement.
- f. A Cost of Living Adjustment will not be granted for this Agreement.
- g. Consultant will notify Contracting Entity when Agreement amount has been incurred up to 75% of the Agreement total.
- h. Contracting Entity will retain from each Phase 1 Deliverable payment, if applicable, ten percent (10%) of the payment ("Withhold(s)") as part security for the fulfillment of the Agreement by the Consultant to achieve Final Acceptance of the JOC System. The Withholds will be payable to the Consultant following Final Acceptance, subject

to any adjustment for any amounts arising under this Agreement owed to Contracting Entity by Consultant.

- i. Consultant will perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care").

4. Equipment and Supplies

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

5. Contracting Entity's Responsibility

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

6. Contracting Entity's Representative

Director or Director's authorized representative, will represent Contracting Entity in all matters pertaining to the services to be rendered pursuant to this Agreement. Contracting Entity will also designate a project director (Contracting Entity Project Director) and project manager (Contracting Entity Project Manager) to oversee the day to day aspects of the JOC Program.

7. Term

- a. The Term of this Agreement will begin on the date of the Effective Date of this Agreement and allow for Phase I implementation work to occur. Following Final Acceptance of Phase I, the Term of the Agreement will include up to five (5) years in the initial Term to also include Phase II. At the sole discretion of the Contracting Entity, this Agreement may be extended for two (2) one-year option year(s) not to exceed a total Agreement period of seven (7) years (collectively, from the Effective Date through the total contract period of seven (7) years, if exercised by LACDA, the "Term"). No work will proceed until a Notice to Proceed is issued by the Contracting Entity for Phase I and Phase II work.
- b. The Consultant will notify LACDA when this Agreement is within six (6) months from the expiration of the Term as provided for hereinabove. Upon occurrence of this event, the Consultant will send written notification to LACDA at the address herein provided in Section 40 (Notices).

- c. If the Contracting Entity authorizes the Consultant in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Agreement will be automatically extended solely to allow for the completion of such services.

8. Assignment and Delegation

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

9. Authorization Warranty

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

10. Budget Reductions

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

11. Compliance with Applicable Law

In the performance of this Agreement, and subject to the Standard of Care, Consultant will comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

12. Compliance with Civil Rights Laws

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

13. Compliance with Jury Service Program

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

- a. Unless Consultant, also referred herein as Contractor, has demonstrated to LACDA'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), Consultant will have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

- b. For purposes of this Section, Contractor means a person, partnership, corporation or other entity which has a Agreement with the County, LACDA or a subcontract with a County or LACDA 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 or LACDA 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 LACDA, 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 LACDA under the Agreement, the subcontractor will also be subject to the provisions of this Section. The provisions of this Section will be inserted into any such subcontract Agreement and a copy of the Jury Service Program will be attached to the Agreement.
- c. If Consultant is not required to comply with the Jury Service Program when the Agreement commences, Contractor will have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Contractor will immediately notify LACDA 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 will immediately implement a written policy consistent with the Jury Service Program. LACDA may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to LACDA'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 Agreement may constitute a material breach of the Agreement. In the event of such material breach, LACDA may, in its sole discretion, terminate the Contractor and/or bar Contractor from the award of future LACDA contracts for a period of time consistent with the seriousness of the breach.

14. Confidentiality

Consultant will maintain the confidentiality of all records and information, proprietary information, software codes, trade secrets, confidential information, etc., whether of Contracting Entity 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, Contracting Entity policies concerning information technology security and the protection of confidential records and information.

Consultant will inform all of its officers, employees, agents, and subconsultants providing services hereunder of the confidentiality provisions of this Agreement.

Consultant will sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement," Exhibit C. Consultant will cause each non-employee performing services covered by this Agreement to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment Confidentiality and Copyright Assignment Agreement," Exhibit D.

15. Conflict of Interest

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

The Consultant will comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the Term of this Agreement. The Consultant warrants that it is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it will immediately make full written disclosure of such facts to the Contracting Entity. Full written disclosure will 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 will be a material breach of this Agreement.

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

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

17. Employees of Consultant

Workers' Compensation: The Consultant understands and agrees that all persons furnishing services to the Contracting Entity pursuant to this Agreement are, for the purposes of Workers' Compensation liability, employees solely of the Consultant. Consultant will bear sole responsibility and liability for providing Workers'

Compensation benefits to any person for injuries arising from an accident connected with services provided to the Contracting Entity under this Agreement.

Professional Conduct: The Contracting Entity does not and will not condone any acts, gestures, comments or conduct from the Consultant's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Contracting Entity will properly investigate all charges of harassment by residents, employees or agents of the Contracting Entity against any and all Consultant's employees, agents or subcontractors providing services for the Contracting Entity. The Consultant assumes all liability for the actions of the Consultant's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Consultant.

18. Contractor Employee Criminal Background Investigation

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

If a member of Consultant's staff does not pass the background investigation, Contracting Entity may request that the member of Consultant's staff be removed immediately from performing services under the Agreement. Contractor will comply with Contracting Entity's request at any time during the Term of the Agreement. Contracting Entity will not provide to Consultant or to Consultant's staff any information obtained through the Contracting Entity's background investigation. Contracting Entity, in its sole discretion, may immediately deny or terminate facility access to any member of Consultant's staff that does not pass such investigation to the satisfaction of the Contracting Entity or whose background or conduct is incompatible with Contracting Entity facility access. Disqualification of any member of Consultant's staff pursuant to this section will not relieve Consultant of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

19. Consultant Responsibility and Debarment

- a. A responsible Consultant 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 Contracting Entity'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 Contracting Entity's policy to conduct business only with responsible Contractors.

- b. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the Contracting Entity Code, if the Contracting Entity acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the Contracting Entity 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 Contracting Entity 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 Contracting Entity.
- c. The Contracting Entity 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 Contracting Entity or a nonprofit corporation created by the Contracting Entity; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the Contracting Entity, any other public entity, or a nonprofit corporation created by the Contracting Entity, 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 Contracting Entity 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 will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 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 will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny or adopt the proposed decision and recommendation of the 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 Contracting Entity 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 Contracting Entity.
- 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

- i. These terms will also apply to subcontractors of Contracting Entity Contractors.

20. Consultant's Acknowledgement of Contracting Entity's Commitment to the Safety Surrendered Baby Law

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

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

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

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and will during the Term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will 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 will constitute a default by Contractor under this Agreement.

22. Contracting Entity's Quality Assurance Plan

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

23. Contracting Entity Rights

The Contracting Entity may employ, either during or after performance of this Agreement, any right of recovery the Contracting Entity may have against the Consultant 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 Contracting Entity under this Agreement are in addition to any right or remedy provided by California law.

24. Damage to Contracting Entity Facilities, Buildings Grounds

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

25. Employment Eligibility Verification

Consultant 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. Consultant will 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. Consultant will retain such documentation for all covered employees for the period prescribed by law.

26. Facsimile/Electronic Representations

The Contracting Entity and the Consultant 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 Agreement, such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

27. Fair Labor Standards

Consultant will comply with all applicable provisions of the Federal Fair Labor Standards Act.

28. Force Majeure

- a. Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's 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 Consultant will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Consultant and such subconsultant, and without any fault or negligence of either of them. In such case, Consultant will 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 Consultant 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 Consultant's failure to perform arises out of a force majeure event, Consultant 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 Agreement will be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder will be exclusively in the Contracting Entity of Los Angeles.

30. Independent Consultant Status

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

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

Consultant will 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 Consultant pursuant to this Agreement.

31. Indemnification and Insurance

The Indemnification and Insurance Provisions are set forth in Attachment 5 (Indemnification and Insurance Provision) of the RFP which will be attached as Exhibit J (Indemnification and Insurance Provision).

32. Liquidated Damages

- a. If, in the judgment of the Director, or his/her designee, the Consultant 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 Consultant'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 Consultant from the Contracting Entity, will be forwarded to the Consultant by the Director, or his/her designee, in a written notice describing the reasons for said action.
- b. If the Director or his/her designee, determines that there are deficiencies in the performance of this Agreement that the Director, or his/her designee, deems are correctable by the Consultant over a certain time span, the Director, or his/her designee, will provide a written notice to the Consultant to correct the deficiency within specified time frames. Should the Consultant fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) Deduct from the Consultant's payment, pro rata, those applicable portions of the Monthly Agreement Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Consultant 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 Consultant will be liable to the Contracting Entity for liquidated damages in said amount. Said amount will be deducted from the Contracting Entity's payment to the Consultant; and/or (c) Upon giving five (5) days notice to the Consultant for failure to correct the deficiencies, the Contracting Entity may correct any and all deficiencies and the total costs incurred by the Contracting Entity for completion of the work by an alternate source, whether it be Contracting Entity forces or separate private Consultant, will be deducted and forfeited from the payment to the Consultant from the Contracting Entity, as determined by the Contracting Entity.
- a. The action noted in this Section will not be construed as a penalty, but as adjustment of payment to the Consultant to recover the Contracting Entity cost due to the failure of the Consultant to complete or comply with the provisions of this Agreement.

- b. This Section will not, in any manner, restrict or limit the Contracting Entity's right to damages for any breach of this Agreement provided by law or as specified in Section b above, and will not, in any manner, restrict or limit the Contracting Entity's right to terminate this Agreement as agreed to herein.
- e. In addition to the above, LACDA may use Exhibit F, Performance Requirements Summary, to evaluate Contractor's performance. Please note, should an inconsistency be determined between the Scope of Work, Liquidated Damages, and the Performance Requirements Summary (Exhibit F), the higher service level in the judgment of LACDA will prevail.

33. CARD

LACDA maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether LACDA will exercise an Agreement Term extension option.

34. Nondiscrimination and Affirmative Action

- a. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- b. The Consultant will certify to, and comply with, the provisions of Consultant's EEO Certification.
- c. The Consultant will 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 will 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 Consultant 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 Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry,

national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

- f. The Consultant will allow Contracting Entity representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Section when so requested by the Contracting Entity.
- g. If the Contracting Entity finds that any provisions of this Section have been violated, such violation will constitute a material breach of this Agreement upon which the Contracting Entity may terminate or suspend this Agreement. While the Contracting Entity reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the Contracting Entity that the Consultant has violated the anti-discrimination provisions of this Agreement.
- h. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Agreement, the Contracting Entity will, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

35. Non Exclusivity

Nothing herein is intended nor will be construed as creating any exclusive arrangement with the Consultant. This Agreement will 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 Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party will, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

37. Notice of Disputes

The Consultant will bring to the attention of the Contracting Entity's Project Manager and/or Contracting Entity's Project Director any dispute between the Contracting Entity and the Consultant regarding the performance of services as stated in this Agreement. If the Contracting Entity's Project Manager or Contracting Entity's Project Director is not able to resolve the dispute, the Director of LACDA, or his/her designee will resolve it.

38. Notice to Employees Regarding the Federal Earned Income Credit

Consultant will notify its employees, and will 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 will be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

39. Notice to Employees Regarding the Safely Surrendered Baby Law

The Consultant will notify and provide to its employees, and will 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 how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

The Consultant acknowledges that LACDA places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is LACDA's policy to encourage all LACDA Consultants to voluntarily post the County's, A Safely Surrendered Baby Law poster, in a prominent position at the Consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used.

40. Notices

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

CONTRACTING ENTITY

Los Angeles County Development Authority
Business Relations and Contracts Division
Linda Jenkins, Contracting Officer
700 West Main Street
Alhambra, CA 91801
(626) 586-1758

CONSULTANT

Facility Optimization Solutions, LLC
50 Fountain Plaza, Suite 200
Buffalo, NY 14202
(716) 316-5664

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

41. Ownership of Contracting Entity Materials and Contracting Entity Data

- a. Except for preexisting materials created before the Effective Date of this Agreement, Consultant and Contracting Entity agree that all materials, including but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising,

software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of Deliverables, and any other materials or information developed under this Agreement 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, with the exception of the Consultant's JOC System, Software, JOC Book and non-customized portions of the training materials for the JOC System are and/or will be the sole property of Contracting Entity (hereafter collectively, "Contracting Entity Materials"). Further, all data entered into the System for Contracting Entity JOC work, and any other Contracting Entity data (collectively, "Contracting Entity Data"), will be the sole and exclusive property of the Contracting Entity. Consultant hereby assigns and transfers to Contracting Entity all Consultant's right, title and interest in and to all such Contracting Entity Materials developed under this Agreement. Consultant will retain ownership of Contractor's JOC System, Software, JOC Book and non-customized portions of the training materials, but County will be permitted to use these items pursuant to the license in Paragraph 2.0 of Exhibit G (Additional Information Technology (IT) Provisions).

Notwithstanding such Contracting Entity ownership in the Contracting Entity Materials, Consultant may retain possession of working papers and materials prepared by Consultant under this Agreement. During and for a minimum of five years subsequent to the Term of this Agreement, Contracting Entity will 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. Consultant will execute all documents requested by Contracting Entity and will perform all other acts requested by Contracting Entity to assign and transfer to, and vest in Contracting Entity, all Consultant's right, title and interest in and to the Contracting Entity Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Agreement. Contracting Entity will have the right to register all applicable copyrights, trademarks and patents in the name of the Contracting Entity of Los Angeles. Further, Contracting Entity will have the right to assign, license, or otherwise transfer any and all Contracting Entity's rights, title and interest, including, but not limited to copyrights, trademarks, and patents, in and to the Contracting Entity Materials.
- c. Consultant represents and warrants that the Contracting Entity Materials prepared

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

- d. Consultant will affix the following notice to all Contracting Entity Materials: "© Copyright 2025 (or such other appropriate date of first publication), Contracting Entity of Los Angeles. All Rights Reserved." Consultant will affix such notice on the title page of all images, photographs, documents and writings, and otherwise as Contracting Entity may direct.
- e. Contracting Entity will also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all Contracting Entity Materials resulting from this Agreement. Contracting Entity will however, honor requests by Consultant seeking removal of all acknowledgment and/or attribution language relating to the Consultant, should Consultant no longer wish to receive attribution for its work on the Contracting Entity Materials.
- f. If directed to do so by Contracting Entity, Consultant will place the Contracting Entity name and Contracting Entity logo on Contracting Entity Materials developed under this Agreement. Consultant may not, however, use the Contracting Entity name and Contracting Entity logo on any other materials prepared or developed by Consultant that falls outside the scope of this Agreement.

42. Prohibition Against Inducement or Persuasion

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

43. Prohibition from Participation in Future Solicitation(s)

Neither Consultant nor any subsidiary of or subcontractor to Consultant will participate in any way in any future solicitation conducted by Contracting Entity that includes or is based upon any solicitation document that is developed as a result of the services rendered by Consultant under this Agreement. As this prohibition applies to subcontractors of the Consultant, Consultant will notify any subcontractors providing services under this Agreement of this prohibition before they commence

work under this Agreement. Any response to a solicitation submitted by Consultant or by any subsidiary of or subcontractor to Consultant in violation of this provision will be rejected by Contracting Entity. This provision will survive the expiration or other termination of this Agreement.

44. Public Records Act

- a. Any documents submitted by the Consultant; all information obtained in connection with the Contracting Entity's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Record Retention and Inspection/Audit Settlement Section of this Agreement; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of the Contracting Entity. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The Contracting Entity will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- b. In the event the Contracting Entity 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 Consultant agrees to defend and indemnify the Contracting Entity from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

45. Publicity

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

indicate in its proposals and sales materials that it has been awarded this Agreement with the Contracting Entity of Los Angeles, provided that the requirements of this Section will apply.

46. Record Retention and Inspection/Audit Settlement

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

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

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

47. Recycled Bond Paper

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

48. Subcontracting

- a. The requirements of this Agreement may not be subcontracted by the Consultant without the advance approval of the Contracting Entity. Subcontractors listed in the Consultant's Proposals are approved by Contracting Entity, unless otherwise indicated by Contracting Entity. Any attempt by the Consultant to subcontract without the prior consent of the Contracting Entity may be deemed a material breach of this Agreement.
- b. If the Consultant desires to subcontract, the Consultant will provide the following information promptly at the Contracting Entity'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 Contracting Entity.
- c. The Consultant shall indemnify and hold the Contracting Entity 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 Consultant employees.
- d. The Contracting Entity does not have contractual privity with the Subcontractor. The Consultant will remain fully responsible for all performances required of it under this Agreement, including those that the Consultant has determined to subcontract. Consultant will remain fully responsible for services rendered by any Subcontractor pursuant to a subcontract between the Consultant and Subcontractor.
- e. The Consultant will be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the Contracting Entity's consent to subcontract.

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

Los Angeles County Development Authority
Linda Jenkins, Contracting Officer
700 West Main Street
Alhambra, CA 91801
(626) 586-1758

before any Subcontractor employee may perform any work hereunder.

49. Supplemental/Amendment

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

50. Termination for Breach of Warranty to Maintain Compliance with Contracting Entity'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, will constitute default under this Agreement. Without limiting the rights and remedies available to LACDA under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which LACDA may terminate this Agreement pursuant to Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

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" will constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice will be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

52. Termination for Convenience

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

53. Termination for Default

- a. The Contracting Entity may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of Contracting Entity's Project Director:
 - Consultant has materially breached this Agreement; or
 - Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the

Contracting Entity may authorize in writing) after receipt of written notice from the Contracting Entity specifying such failure.

- b. In the event that the Contracting Entity terminates this Agreement in whole or in part as provided in this Section, the Contracting Entity may procure, upon such terms and in such manner as the Contracting Entity may deem appropriate, goods and services similar to those so terminated. The Consultant will be liable to the Contracting Entity for any and all excess costs incurred by the Contracting Entity for such similar goods and services, but only to the extent agreed to by the Parties or if Consultant has been found negligent by a court of competent jurisdiction. The Consultant will continue the performance of this Agreement to the extent not terminated under the provisions of this sub-Section.
- c. Except with respect to defaults of any Subcontractor, the Consultant will not be liable for any such excess costs of the type identified in above sub-Section if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the Contracting Entity 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 Consultant. 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 Consultant and Subcontractor, and without the fault or negligence of either of them, the Consultant will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Consultant 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 Contracting Entity has given notice of termination under the provisions of this Section, it is determined by the Contracting Entity that the Consultant 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 will be the same as if the notice of termination had been issued pursuant to Termination for Convenience Section.
- c. The rights and remedies of the Contracting Entity provided in this Section will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

54. Termination for Improper Consideration

Contracting Entity may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to

any Contracting Entity 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 Consultant's performance pursuant to the Agreement. In the event of such termination, Contracting Entity will be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

Consultant will immediately report any attempt by a Contracting Entity officer or employee to solicit such improper consideration. The report will be made either to Contracting Entity manager charged with the supervision of the employee or to Contracting Entity 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 Contracting Entity may terminate this Agreement forthwith in the event of the occurrence of any of the following: 1) Insolvency of the Consultant. The Consultant will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code; 2) The filing of a voluntary or involuntary petition regarding the Consultant under the Federal Bankruptcy Code; 3) The appointment of a Receiver or Trustee for the Consultant; or 4) The execution by the Consultant of a general assignment for the benefit of creditors.
- b. The rights and remedies of the Contracting Entity provided in this Section will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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

57. Termination For Non-Appropriation of Funds

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

58. Time Off for Voting

The Consultant will notify its employees and will 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 Consultant and subconsultants will 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.

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

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

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

60. Validity

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

61. Waiver

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

62. Warranty Against Contingent Fees

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

63. Safety Standards and Accident Prevention

The Consultant will comply with all applicable federal, state and local laws governing safety, health and sanitation. The Consultant will provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Agreement.

64. Compliance with the County Policy of Equity

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

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

Contracting Entity, 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 with the Contracting Entity will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

The Consultant will 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.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

At any time during the duration of the Agreement, Consultant may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

66. Compliance with Contracting Entity's Zero Tolerance Human Trafficking

Contractor acknowledges that the Contracting Entity 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 Contracting Entity will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Agreement. Contracting Entity 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 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

67. Additional Information Technology (IT) Provisions

Exhibit G, Additional IT Provisions are incorporated into this Agreement. It is currently attached as Attachment 2 (Additional Information Technology (IT) Provisions) to the RFP. Consultant will also comply with Exhibit H, Information Technology and Privacy Requirements, which is currently attached as Attachment 3 (Information Technology and Privacy Requirements).

68. Additional Provisions for CDC and the Housing Authority

Exhibit I, Additional Provisions for Los Angeles County Development Authority, will be incorporated into this Agreement.

69. Compliance with Fair Chance Employment Practices

Contractor will 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 Agreement may constitute a material breach of the Agreement. In the event of such material breach, Contracting Entity may,

in its sole discretion, terminate the Agreement.

70. Severability

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same will be deemed severable from the remainder of this Agreement and will in no way affect, impair or invalidate any other provision contained herein. If any such provision will be deemed invalid due to its scope or breadth, such provision will be deemed valid to the extent of the scope or breadth permitted by law.

71. Interpretation

No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if drafted by both parties hereto.

72. Each party to this Agreement agrees to comply with all applicable laws, including the Anti-Bribery and Anti-Corruption laws, of every government entity having jurisdiction in this matter, as well as the Foreign Corrupt Practices Act (FCPA) of the United States, and the Anti-Trafficking provisions of the Federal Acquisition Regulations. Each party to this Agreement shall comply with its respective Code of Conduct ("Policy"). Further, each party shall use Consultant's independently maintained "Ethics Line" to report, anonymously or otherwise, any suspected violation of law or Policy during the course of the services, including any potential violation of the FCPA, or any federal or state procurement laws.

By telephone (24 hours a day, 7 days a week): 1.855.502.1878

By email: www.reQortlineweb.com/cannondesign

Contracting Entity represents that it is not currently suspended, debarred, declared ineligible or voluntarily excluded by any federal or state entity. Contracting Entity will notify Consultant immediately if it becomes suspended or debarred.

73. Entire Agreement

This Agreement constitutes the entire Agreement between Contracting Entity and Consultant and may be modified only by further written Agreement between the parties hereto.

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IN WITNESS WHEREOF, the Contracting Entity has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of LACDA, and the Consultant 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.

LOS ANGELES COUNTY
DEVELOPMENT AUTHORITY

FACILITY OPTIMIZATION SOLUTIONS, LLC

By _____
Executive Director

By _____
President

By _____
Secretary

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Behnaz Tashakorian
Principal Deputy County Counsel

EXHIBIT A

SCOPE OF SERVICES

**JOB ORDER CONTRACT (JOC) SYSTEM
AND RELATED CONSULTING
SERVICES**

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EXHIBITS TO SCOPE OF SERVICES

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1.0 **INTRODUCTION**

1.1 **Introduction**

A Job Order Contract (JOC) is a flexible, cost-effective unit price contracting method used for maintenance, repair, and refurbishment of infrastructure and facilities of the County of Los Angeles (County) and the Los Angeles County Development Authority (LACDA) (each separately "Contracting Entity", or collectively "Contracting Entities"). For the County, its user departments in the JOC Program include the Department of Public Works, Internal Services Department, and the Department of Parks and Recreation. The volume of contracts issued in the JOC Program for each Contracting Entity is summarized below:

Contracting Entity	Estimated # of JOC Contracts Issued Yearly	Total Dollar Value of JOC Contracts
County of Los Angeles	71	\$346 Million
LACDA	15-20	\$87 Million

The Contracting Entity's management and implementation of the JOC Program is enhanced through the use of specialized software (hereinafter "JOC System" or "System") and related consultant services that include conducting market research to determine local prevailing costs for construction equipment, materials, and labor for vertical construction, horizontal construction, general work, and demolition; preparing and updating detailed Price Catalog/Technical Specifications that include unit prices and technical specifications; maintaining project control and estimating software; and providing technical support as needed.

Unless otherwise specified as an obligation of County or LACDA, Consultant 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 Agreement.

Exhibit A.5 (JOC Workflow) contains a flow chart that provides certain background on the JOC Program workflow. The JOC System will provide a consolidated view of JOC contracts and associated construction projects that are entered into the System. The Contracting Entities are seeking a JOC System that has the ability to allow for smarter, faster and more creative operating efficiencies, enhanced reporting, monitoring, long-term quality decisions and analytical capabilities based on the requirements enclosed.

Federally Funded Work

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

For federally funded work, the Contract Manager will, before assigning work to the Contractor, verify that the Contractor is not listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects. For your reference, a List of Debarred Contractors by U.S. Department of Labor's (DOL) Office of Federal Contract Compliance Programs (OFCCP) may be obtained by going to the following website: <https://sam.gov/content/home>.

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

If the Contractor is **not** listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, Public Works may offer said Contractor the federally funded work.

The Contractor is required to verify that its subcontractors are not listed on the governmental exclusions in the SAM, before assigning federally funded work to its subcontractors.

1.2 Project Scope

Consultant shall deliver the following as required by the Agreement, including this Scope of Services:

- Provide electronic Price Catalog and Technical Specifications.
- Provide existing Web Hosted Software that is configured to meet the County's requirements and form the JOC System that is compatible with the electronic Price Catalog/Technical Specifications, and that will allow users to access the electronic Price Catalog/ Technical Specifications.
- Generate all JOC System outputs for the duration of the Agreement, including forms and letters, reports, and data extracts, with such outputs being customizable by the Contracting Entity to meet the various needs of the Contracting Entity, including revisions to template documents and reports.
- Host multiple feedback sessions with the Contracting Entity, implement changes, and provide training.
- Provide full time staff support for each Contracting Entity.

The JOC Consultant Services will consist of Phase I and Phase II. Phase I will consist of providing JOC unit price book/Technical Specifications and the configured JOC System that is a web hosted software program, along with support staff for the JOC Program. Upon Consultant achieving Final Acceptance for the JOC System and Contracting Entity's acceptance of Phase I, the Consultant may receive a notice to proceed (NTP) to Phase II. Phase II will consist of support staff and subscription services, which will include maintenance services, for the Price Catalog/Technical Specifications and JOC System, as indicated below:

Phase I (JOC System) consists of two modules:

- Module 1 – Price Catalog and Technical Specifications
- Module 2 – JOC Software as a Service Program (JOC System)

Phase II (Support System) consists of Support Staff and Maintenance Services supporting the JOC System.

2.0 **GENERAL REQUIREMENTS**

This Section provides certain background on Consultant and place of performance, and the specified methods for managing and delivering the tasks, Deliverables, goods, Services and other work described in the SOS.

2.1 Contracting Entity Resources

Contracting Entity will provide the following:

Contracting Entity JOC Team will provide leadership and support for the JOC Consultant Services project described in this SOS ("JOC Consultant Services") to include monitoring the JOC program project progress against the Contracting Entity-approved Consultant's Project Schedule timelines and milestones, project costs, and project risk assessment. Contracting Entity JOC Team will help identify and solicit Contracting Entity resources, oversee periodic external project management audits, approve any plans related for transition to production and monitor that transition, and serve as the final escalation point for project issues.

Contracting Entity's Project Director has the responsibilities described in Section 6 (Contracting Entity's Representative) of the Agreement, and also: Oversee the JOC Consultant's day-to-day activities; monitor Consultant performance of the Agreement; coordinate activities between Contracting Entity staff on the Contracting Entity Project Team and Consultant staff on the Consultant Project Team on a regular basis; acceptance of all deliverables and other work under Section 4.0 (Acceptance) of Attachment 2 (Job Order Contract-Additional Information Technology (IT) Provisions) of the Agreement; and Provide direction and serve as liaison to Consultant in areas relating to policy, information, and procedural requirements.

Contracting Entity's Project Manager has the responsibilities of receiving all documents, requests, reports, and information regarding this project. The Contracting Entity's Project Manager assists the Contracting Entity's Project Director with ensuring that tasks are defined and understood by the Consultant. The Contracting Entity's Project Manager will track and give the Consultant guidance and instructions to complete the Deliverables.

Contracting Entity Staff on the Contracting Entity JOC Team, consisting of the aforementioned staff, is responsible for certain project activities, as determined by Contracting Entity's Project Director, including working with Consultant staff, providing certain subject matter expertise and additional resources for workgroups, requirements validation, testing, and review of Deliverables and other work.

2.2 Consultant Resources: Key Staff

Consultant shall provide the following Consultant key staff, which shall be part of Consultant's project management team. All proposed staff

must perform and render all Services within the continental United States:

Consultant Project Director shall be a full-time employee of Consultant responsible for Consultant's overall performance of the Agreement and shall have the authority to commit resources of Consultant to address all needs and requirements addressed in this Agreement.

Consultant's Project Manager shall be a full-time employee of Consultant and shall be assigned full-time on-site at the Project Office or other location(s) approved by Contracting Entity's Project Director for this Agreement. Consultant Project Manager shall report directly to Consultant Project Director. Consultant's Project Manager shall serve as the primary point-of-contact between Contracting Entity's Project Director and Consultant. Consultant's Project Manager is responsible for the overall day-to-day management and coordination to ensure that all Deliverables and other requirements are completed successfully and that all Agreement dates are met.

Access to County data shall be limited only to Consultant or Service Provider's personnel to perform work necessary as defined in the scope of services. County's Project Manager shall be notified in writing of any third-party which the Contractor is required to share County data. The notification shall address what type of information/data is being shared and how the program participants can "opt-out".

2.3 Deliverable Acceptance Criteria (General)

Consultant shall develop Consultant's Project Schedule as part of Deliverable 1.1 (Project Control Document (PCD) that defines the schedule of Deliverables, identifying any dependencies between Deliverables that require Contracting Entity approval of one or more prior Deliverables. Once this schedule is approved, unless otherwise authorized in writing by Contracting Entity's Project Director, Deliverables must be approved by Contracting Entity's Project Director according to this schedule prior to Consultant beginning work on any subsequent Deliverables.

If Consultant begins work on the next scheduled Deliverable without receiving Contracting Entity's Project Director approval, Consultant does so at Consultant's sole risk, including Contracting Entity right to withhold payment pursuant to Section 3 (Consideration) of the Agreement. In general, Contracting Entity requires a minimum of ten (10) business days to review each Deliverable, with a corresponding ten (10) business days resolution period for Consultant to correct any Deficiencies regarding the Deliverable. However, Consultant acknowledges and

agrees that some Deliverables may require a more extensive review and resolution and will be notified by Contracting Entity of a time-frame for review. Contracting Entity reserves the right to extend any review of any deliverable.

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

Consultant shall submit each Deliverable to Contracting Entity in an electronic copy format in the Microsoft Office Suite in a Contracting Entity-specified version. Contracting Entity's right to approve all Deliverables and other work, as set forth in Section 4.0 (Acceptance) of Attachment 2 (Job Order Contract-Additional Information Technology (IT) Provisions) of the Agreement, shall not be limited in any way by the contents of any prior approved Deliverable by Contracting Entity.

3.0 SCOPE OF SERVICES

3.1 TASK 1: PROJECT ADMINISTRATION

Consultant shall provide full project management, planning, monitoring, supervision, tracking, and control for all project activities during the term of the Agreement, which includes Phase 1 and Phase 2. Consultant shall employ project management standards and practices, including Integration Management, Scope Management, Time Management, Cost Management, Quality Management, Human Resource Management, Communications Management, Risk Management and Procurement Management, in the performance of all work.

3.1.1 Subtask 1.1: Project Initiation

Consultant shall perform the following work in this Subtask:

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

Consultant shall deliver and present Deliverable 1.1, PCD to Contracting Entity at a meeting within thirty (30) days of the Effective Date of Board approval. Approval by Contracting Entity's Project Director of Deliverable 1.1, PCD must occur before any further work under the Agreement may continue. At Contracting Entity's Project Director's request, from time-to-time during the term of the Agreement, Consultant shall provide an updated PCD.

As part of Deliverable 1.1, PCD, Consultant shall include the initial version of Consultant's Project Schedule, developed in Contracting Entity-specified version of Microsoft Project (or such other project management software as approved in advance by Contracting Entity's Project Director). In Consultant's Project Schedule, Consultant shall identify the time required to complete all tasks and subtasks. Within ninety (90) days after the Effective Date, Consultant shall prepare and submit Deliverable 1.2 (Incoming Orientation Plans) to provide appropriate knowledge transfer from the Contracting Entity to Consultant regarding existing functionality and business processes.

Contracting Entity will review Deliverable 1.2 (Incoming Orientation Plans) with Consultant to verify its completeness. Consultant shall revise Deliverable 1.2 (Incoming Orientation Plans), as appropriate, following the joint review with Contracting Entity. Consultant shall incorporate all orientation activities into Consultant's Project Schedule.

3.1.1.1 Deliverable 1.1: Project Control Document (PCD)

Consultant shall provide the PCD which shall include:

1. All work described in this SOS and elsewhere in the Agreement;
2. An approach to completing all work, including a work breakdown structure (WBS) with task and subtask descriptions, associated Deliverables, and resource requirements;
3. Consultant's Project Schedule shall include:
 - A. All Deliverables, including those referenced in Exhibit B (Pricing Schedule);
 - B. All tasks, subtasks, Deliverables and other work;
 - C. Start date and date of completion for each Deliverable, task, subtask, and other work;

- D. Proposed Contracting Entity review period for each Deliverable; and
 - E. Proposed milestones;
4. Identification of all Consultant Key Staff, including those described in Section 2.2 (Consultant Resources);
 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 prior to being approved. The change management process may vary from item to item, as determined by Contracting Entity's Project Director.

3.1.1.2 Deliverable 1.2: Incoming Orientation Plans

Consultant shall provide an Incoming Orientation Plan for JOC System. The Incoming Orientation Plan for JOC System shall include:

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

3.1.2 Subtask 1.2: Ongoing Project Administration

Consultant shall perform ongoing project administration during the term of the Agreement, which shall include:

1. Manage all Consultant staff, including Subconsultant staff,

assigned to the project;

2. Coordinate with other Contracting Entity departments, or external agencies, as appropriate;
3. Manage issues raised by Contracting Entity and documented in bi-weekly status reports;
4. Provide planning and direction in accordance with the Contracting Entity approved PCD, ensuring that proper project management controls exist and are in use;
5. Provide change management;
6. Provide routine and realistic assessments of progress as targeted in Consultant's Project Schedule;
7. Implement quality assurance measures that allow the delivery of high quality, effective Deliverables to Contracting Entity;
8. Manage all Consultant supplied facilities directly related to the project;
9. Participate in the Deliverable review/resolution process for all Deliverables;
10. Provide updated copies of the PCD, including Consultant's Project Schedule, which incorporates only Contracting Entity -approved variances from the current Contracting Entity -approved PCD; and

Consultant Project Director shall submit bi-weekly (every two weeks) status reports in a Contracting Entity -specified format to Contracting Entity's Project Director throughout the term of the Agreement. The first bi-weekly status report shall be due to County's Project Director fourteen (14) days after the Effective Date, with subsequent reports due every other Tuesday thereafter for the term of the Agreement. Consultant shall compare actual progress for the preceding bi-weekly period with current County-approved Consultant's Project Schedule and discuss any variances and work scheduled for the following period. In each bi-weekly status report, Consultant shall include:

1. Consultant Project Director Name;

2. Consultant Name;
3. Reporting period start and stop dates;
4. Date of report;
5. Highlights of the reporting period;
6. Tasks, subtasks and other work completed during the reporting period which were not scheduled;
7. Tasks, subtasks, and other work completed during the reporting period which were scheduled;
8. Tasks, subtasks, and other work started during the reporting period;
9. Tasks, subtasks, and other work in progress during the reporting period;
10. Tasks, subtasks, and other work scheduled for completion during the reporting period which were not completed;
11. Activities for the next reporting period;
12. Issues identified during that reporting period;
13. Issues resolved during that reporting period;
14. Corrections to the prior bi-weekly status report;
15. Meetings scheduled for the next reporting period; and
16. Any other items requested by County's Project Director.

Consultant's Project Director shall attend bi-weekly status meetings with County's Project Director to review any issues, and the status of Consultant's Project Schedule. Consultant shall deliver an updated PCD and include an indication of any variance from the current County-approved Consultant's Project Schedule affecting the project's schedule, resources, or impacting the project's critical path. All variances shall be presented to County's Project Director for approval at the bi-weekly status meeting or as directed by County's Project Director. Consultant shall send an updated copy of the PCD incorporating only County-approved variances to County's

Project Director for approval no later than twenty-four (24) hours prior to any subsequent bi-weekly status meeting.

3.1.2.1 Deliverable 1.3: Ongoing Project Administration

Consultant shall provide ongoing project administration to include:

1. JOC System bi-weekly status reports; and
2. Updates to the PCD, including Consultant's Project Schedule.

3.2 TASK 2 – MODULE 1 - PRICE CATALOG AND TECHNICAL SPECIFICATIONS

Consultant shall provide and maintain a Price Catalog and Technical Specifications which includes a comprehensive database containing each of the individual construction tasks and their corresponding unit process based on the Construction Specification Institute (CSI) Master format. Unit prices in the Price Catalog will be specifically on current market conditions in the county of Los Angeles for labor, equipment, and materials for vertical construction, horizontal construction, demolition, general work, and special construction consisting of historical restoration, work in secure prison facilities, and work in hospitals requiring Office of Statewide Health Planning and Development review and inspections.

3.2.1 MODULE 1 – Price Catalog and Technical Specifications

Consultant shall provide, maintain, update, and customize a comprehensive set of Technical Specifications or make reference to the most current edition of the Standard Specifications for Public Works Construction ("Green Book") at County's discretion for each of the construction tasks that are listed in the Price Catalog. The Price Catalog and Technical Specifications shall include, but not be limited to, the following:

1. Consultant shall maintain and update pricing in the Price Catalog including researching and adding new items (items previously not priced, on an as-needed basis, at no additional cost). The unit price for a Non-Pre-priced item shall be researched and generated within a time period as agreed upon with County, in the same manner as a pre-priced item. Each unit price shall contain the direct labor, equipment, and material costs necessary to accomplish that individual task for installation and demolition. Price Catalog line items shall be broken down by quantities and

task specific modifiers. Each line item will be broken down to the level of detail required by the County.

At a minimum each line item shall contain the following information:

- A. Item name
 - B. Item description
 - C. Unit of Measure
 - D. Price
2. Consultant shall update crew composition and local productivity factors for each of the construction tasks in the Price Catalog on a regular basis, at no additional cost. Consultant is responsible for maintaining the accuracy of the Price Catalog which includes:
- A. Maintain the integrity of the CSI numbering system
 - B. Improve line item task descriptions
 - C. Add new line item tasks as requested by County
 - D. Remove outdated line item tasks that are no longer used or available
 - E. Review for accuracy of items
 - F. Monitor local area pricing
 - G. Incorporate current construction practices and materials
 - H. At the request of the County, publish a new unit price book for each JOC Solicitation by the County, incorporating all updates and pricing.
3. Consultant shall provide regular maintenance of the customized Technical Specifications including, but not limited to, the following:
- A. Develop new specifications for newly added tasks
 - B. Incorporate current construction practices, standards and materials
 - C. At the request of the County, publish new Technical Specifications and unit prices for each additional JOC solicitation by the County incorporating all updates.
4. Consultant shall provide the Price Catalog and Technical Specifications with the approved Price Catalog and Technical Specifications on compact disk (CD) in a printable electronic format on an as-needed basis and provide one (1) print copy of approved Price Catalog and Technical Specifications at the

request of the County. Each job order unit price book shall remain the same once it is adopted and approved by the Board of Supervisors. The adopted unit price book assigned to a contract shall keep the original adopted prices that will be used for the duration of the contract.

3.3.1.1 Deliverable 2.1: Price Catalog and Technical Requirements

Consultant shall provide the Price Catalog and Technical Specifications, and all related work, as outlined in this section.

3.2.2 MODULE 1 – Analysis and Verification of Price Catalog and Technical Specifications

1. County shall conduct a thorough analysis of Consultant's Price Catalog and Technical Specifications to verify data to be reasonable and within current industry and market conditions. The analysis and verification may consist of using the Consultant's Price Catalog and Technical Specifications to prepare mock cost proposals using sample project(s) frequently carried out by the County.
2. Upon request of the County, Consultant shall provide County all supporting data for verification and validation of prices in the Price Catalog and Technical Specifications.
3. County shall review and provide final acceptance of the Price Catalog and Technical Specifications prior to its use.

3.2.2.1 Deliverable 2.2

Consultant shall provide Contracting Entity all supporting data for verification and validation of the Price Catalog and Technical Specifications for sample projects conducted during the analysis and verification process conducted by the County.

TASKS 3 THROUGH 12 – MODULE 2 JOC System

The following remaining Tasks describes the work that the Consultant shall perform as it relates to the JOC System.

Task 3 - Requirements Verification and Analysis

Task 4 – JOC System Design

Task 5 – JOC System Configuration and Development

Task 6 – JOC System Testing
 Task 7 - Training
 Task 8 – Implementation and Go Live
 Task 9 – Contract Discrepancy Report
 Task 10 – Outgoing Transition Services

Consultant shall work collaboratively with key stakeholders, including Users as defined in Section 1.19 (Users) of Attachment 2 (Additional Information Technology (IT) Provisions), County and LACDA who will interact with the JOC System. Consultant will update Deliverables, as needed, for each Phase on which it receives a notice to proceed.

3.3 TASK 3: REQUIREMENTS VERIFICATION AND ANALYSIS:

Consultant shall perform the following work during this Task 3:

1. Plan Task 3 with County and other stakeholders; and
2. Analyze and verify all JOC System functional and technical requirements.

3.3.1 Subtask 3.1: Planning for Requirements Verification

Consultant, working in conjunction with County designated stakeholders, shall plan the schedule for the activities in Task 3 (Requirements Verification and Analysis). The planning shall include the development of schedules and locations for the appropriate analysis and meetings with County and others approved by County, as well as identification of the key participants for each meeting.

3.3.1.1 Deliverable 3.1: Requirements Verification Schedule

Consultant shall provide the Requirements Verification Schedule that describes the proposed number of meetings, names of anticipated participants, proposed agenda(s), and updates to Consultant's Project Schedule. The updates to Consultant's Project Schedule will include the detailed activities, schedule, and resources required for completing Task 3 (Requirements Verification and Analysis).

3.3.2 Subtask 3.2: Analyze and Verify the JOC System Requirements

Consultant shall conduct a thorough verification of all functional and technical requirements. Consultant shall validate all functional and technical requirements and verify that all requirements have been identified. As a result of this subtask, Consultant shall establish a

complete set of JOC System baseline functional and technical requirements that will serve as the basis for JOC System design and development. Consultant shall accomplish this by completing the following steps:

1. Reviewing the Agreement with Exhibit A.1 (System Requirements);
2. Conducting any indicated clarification sessions with County staff and County-specified key Users of the JOC System to ensure a common understanding of the requirements; and
3. Requesting additional information, as appropriate, to ensure a thorough understanding of the requirements.

Consultant shall record all functional and technical requirements in the requirements traceability and verification tool. Consultant shall ensure that:

1. Additional documentation, such as clarifications, details, and/or examples that help more thoroughly define a requirement, shall be attached to the appropriate requirement(s); and
2. All Requirements Traceability Matrix links between each unique functional, and technical requirement and other related functional and technical requirements, including Exhibit A.1 (System Requirements), documents (e.g., clarifications or examples), or other Deliverables.

Consultant shall prepare Deliverable 3.2 (System Requirements Document (SRD)), summarizing Consultant's analysis and verification of the functional, and technical requirements, including any impacts to the proposed JOC System design concept and its related requirements, specifications and components prior to initiating design. This document shall serve as the foundation for future design and development.

Consultant shall prepare Deliverable 3.3 (Requirements Traceability Matrix and Report) that includes any unresolved traceability issues. Deliverable 3.3 (Requirements Traceability Matrix and Report) shall be used to ensure that all technical requirements can be clearly traced to the business or functional requirements that they must support. Consultant shall use County business processes, workflows, terminology and nomenclature wherever possible. The Requirements Traceability Matrix and Report can also be used to ensure that all proposed JOC System business logic can be traced to the supporting

business need or County objective. This matrix will be used as a quality assurance tool throughout the JOC System design and development process and shall be updated by Consultant as needed for subsequent activities.

3.3.2.1 Deliverable 3.2: System Requirements Document (SRD)

Consultant shall provide a SRD that shall document the complete set of verified functional and technical requirements for the JOC System, describing in detail what the JOC System must do and other attributes the JOC System must have in order to provide and support all services.

3.3.2.2 Deliverable 3.3: Requirements Traceability Matrix and Report

Contractor shall provide a Requirements Traceability Matrix and Report to establish that all links for each functional and technical requirement, as set forth in Exhibit A.1 (System Requirements), to other supporting requirements, including Exhibit A.1 (System Requirements), documents (e.g., clarifications or examples), or other Deliverables, have been successfully documented. Contractor shall also indicate any unresolved traceability issues.

3.4 TASK 4: JOC SYSTEM DESIGN

Consultant shall provide a JOC System design based on Deliverable 3.2 (SRD) and Deliverable 3.3 (Requirements Traceability Matrix and Report). The design shall be documented in the JOC System Design Document and include the following considerations:

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

- Functional Design. Consultant shall develop the functional design of each requirement listed on Deliverable 3.2 (SRD). The functional design shall include the requisite data fields, data flows, business logic, and user interface specifications.
- Customizations. If customizations are required to meet County's requirements, Consultant shall define the sustainable approach for JOC System customizations and identify all customizations. All customizations shall be part of the JOC System and are subject to the terms of this agreement throughout the Contract term.

3.4.1.1 Deliverable 4.1: JOC System Design Document

Consultant shall provide the JOC System Design Document as required in this Task 4.

3.5 TASK 5: JOC SYSTEM CONFIGURATION AND DEVELOPMENT

Upon County's approval of Deliverable 4.1 (JOC System Design Document), Consultant shall provision, set up, configure, and customize (when applicable) the JOC System per Deliverable 4.1 (JOC System Design Document).

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

3.5.1.1 Deliverable 5.1: Working System, configured based on the JOC System Design Document.

Consultant shall deliver the configured system as required in this Task 5.

3.6 TASK 6: JOC SYSTEM TESTING

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

Consultant shall:

1. Develop a detailed test plan that defines the approach to testing, including methodologies, techniques, and tools to be used and, at minimum, shall include the following:
 - a. Functional testing, addressing all requirements listed in Deliverable 3.2.1 (System Requirements Document).
 - b. Stress testing, measuring system performance under heavy usage to validate meeting performance targets. Consultant shall perform performance analysis and

- tuning until performance targets are met or as agreed to by County.
- c. User Acceptance Testing (UAT), describing the use cases and UAT processes. Consultant shall collaborate with County to define the use cases for each user type.
- d. Testing environments with a description and purpose for each environment (test and production, etc.). Consultant shall provide testing environments unless stated otherwise by County.
- e. Test tools that will be utilized. Consultant shall provide all testing tools unless stated otherwise by County.
- f. Test participants and their roles during the test process.
- g. Test schedule, detailing the timeline for performing the tests, aligned to the project schedule.
- h. Reporting and issue resolution process, which describes how issues will be reported and resolved.
- i. Exit criteria that must be met before testing can be considered complete to proceed with Task 8: Implementation and Go-Live. Consultant shall collaborate with County to define the exit criteria.
- 2. Prepare and provide all materials needed to conduct testing, such as test scripts, tools, and environments.
- 3. Execute the test plan.
- 4. Document and present all test results in a report to County that shall include, but not be limited to, the following:
 - a. Functional, stress, and user acceptance test results indicating successful completion of all tests.
 - b. Test issue and resolution logs.

Deliverable 6.1: Test Plan, as required in this Task 6.

Deliverable 6.2: Test Materials. Consultant shall deliver test scripts, test tools, and test environment.

Deliverable 6.3: Test Completion Report, as required in this Task 6.

3.7 TASK 7: TRAINING

Consultant shall deliver training to all JOC System Users and provide knowledge transfer to designated County staff. Consultant shall:

- Develop a detailed User Training Plan identifying the strategy and approach for training all System Users. The User Training Plan shall include, but not be limited to, the following:
 - Training topics.

- List of all training materials that will be developed and delivered. All training materials shall reflect the configurations and workflows specific to the County.
- Training methods such as classroom or instructor-led training, self-paced computer-based training, and/or online or e-learning/webinars.
- Training schedule.
- Develop and deliver all training materials necessary to conduct user training.
- Conduct training for all JOC System Users.
- Prepare a Monitoring and Operations Guide, which includes practices specific to County's configurations and workflows for JOC System Administrators to monitor and operate the System effectively.

Deliverable 7.1: Training Plan, as required in this Task 7.

Deliverable 7.2: Training Materials (hardcopy and electronic formats), as required in this Task 7.

Deliverable 7.3: Training Log, listing the dates and attendees in which training was provided.

Deliverable 7.4: Monitoring and Operations Guide, as required in this Task 7.

3.8 TASK 8: IMPLEMENTATION AND GO-LIVE

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

- Meet with County to identify Go-Live requirements and constraints and develop a detailed Go-Live Plan which identifies the steps and activities to deploy the JOC System to all System Users for live, production use. The Go-Live Plan shall include, but is not limited to, the following:
 - Go-Live team and responsibilities.
 - Go-Live schedule with dates and times for each Go-Live activity.
 - Pre-Go-Live Activities, outlining all tasks that need to be completed before Go-Live.
 - Go-Live Methodology, including the rationale behind the chosen methodology.
 - Communication plan such as notification to System Users, stakeholders, and support teams.
 - Backup, rollback procedures, and decision points in case critical issues are encountered during the Go-Live process.
 - Post-Go-Live activities immediately following Go-Live such as monitoring system performance and post-Go-Live testing.

- Conduct a minimum of three (3) Go-Live simulations. After each Go-Live simulation, Consultant shall prepare, submit, and review a simulation report with County, which summarizes the outcome of the Go-Live simulation and includes information such as observations, issues encountered, resolutions applied, and lessons learned. Consultant shall adjust the Go-Live Plan based on lessons learned from each simulation.
- Execute the Go-Live Plan.
- Immediately following the Go-Live, Consultant shall submit a Go-Live Completion report and conduct a Post-Go-Live review with County to assess the success of the Go-Live. The Go-Live report shall include, but not be limited to, the following:
 - Activities completed.
 - Outcomes.
 - Observations during the Go-Live process.
 - Follow-up actions or steps to be taken post-Go-Live.

Deliverable 8.1: Go-Live Plan, as described in this Task 8.

Deliverable 8.2: Three (3) Go-Live Simulation Reports, as described in this task 8.

Deliverable 8.3: Go-Live Completion Report, as described in this Task 8.

Deliverable 8.4: Final Acceptance Certification

Consultant shall provide the Final Acceptance Certification, certifying: (i) successful completion of implementation and that Consultant has completed all work necessary for the JOC System to be available for Production Use by all Users; (ii) Deficiencies identified by Consultant or County during Phase 1 (JOC System) have been corrected by Consultant in accordance with this SOS; (iii) corrections of such Deficiencies have been approved by County's Project Director; (iv) following County's Project Director's approval of all such corrections, the JOC System has performed for thirty (30) consecutive days in compliance with the Specifications, including all performance requirements and (v) providing a technical requirements validation report confirming that all technical requirements described in Exhibit A.1 (System Requirements) were verified in the production environment and accepted by the County's IT Staff. The Certification shall also document the review with County of Deliverable 8.3 (Go-Live Completion Report), including agenda, attendees, action items and supporting documentation.

County requires thirty (30) days to approve this Deliverable 8.4. County approval of this Deliverable 8.4 shall signify Final Acceptance of the JOC System by County.

Consultant shall provide an updated PCD, Requirements Traceability

Matrix, JOC System Training Plans, and any other applicable documents.

3.9 TASK 9: CONTRACT DISCREPANCY REPORT (EXHIBIT A.4)

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

The County Contract Project Director will determine whether a formal Contract Discrepancy Report in the form attached hereto as Exhibit A.4 shall be issued. Upon receipt of this document, the Consultant is required to respond in writing to the County Contract Project Director within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Director within five (5) business days.

3.9.1 Subtask 9.1: Adherence to Contract Discrepancy Report

Consultant is responsible for the resolution of all discrepancies as listed in the Contract Discrepancy Report (CDR).

3.9.1.1 Deliverable 9.1: Contract Discrepancy Report

Consultant shall respond to the CDR with its action plan.

3.9.1.2 Deliverable 9.2: Contract Discrepancy Report Update

Consultant shall consult County to update the CDR as it remedies the discrepancy and/or modify the CDR accordingly.

3.9.1.3 Deliverable 9.3: Contract Discrepancy Report Completion

Consultant shall comply with the CDR to complete the discrepancy.

3.10 TASK 10: OUTGOING TRANSITION SERVICES

The objective of this task is to provide County with the services required to successfully transition the System to another product/platform or new provider and ensure there will be continuity in service as the System transitions to the new platform or service provider.

The Contractor shall provide the following transition services, to either transition the County's data to another product, or the hosting platform to a new provider, in the event: (1) the proposed Agreement term has ended; or (2) the Contractor is in default of any obligation and requirement or the Contractor's work or performance is determined by the County to be defective, sub-standard, or if audit exceptions are identified, and the County finds the Contractor in breach of contract.

The required transition services include:

1. Complete a thorough assessment of the status and priority of all:
 - a. Current work activities;
 - b. Risks and issues;
 - c. Deliverables;
 - d. Configuration;
 - e. Integrations;
 - f. Development items;
 - g. Environments;
 - h. Staffing.
2. Develop, in cooperation with the County, the Outgoing Transition Services Plan that will guide the transfer of responsibilities and work activities. The Outgoing Transition Services Plan will include, at a minimum:
 - a. Schedule;
 - b. Milestones;
 - c. Costs Impacts;
 - d. Work Activities;
 - e. Assigned Personnel;
 - f. Completion Criteria for all Items in the Assessment.

Furthermore, to the extent that transition services are required for any mandatory or optional hosting elements described in the Scope of Work, the Contractor shall provide relevant transition services to support the move from the existing hosting environment to another hosting environment or County facility, as appropriate.

Contractor shall carry out the activities described in Task 10. Deliverables shall be reviewed and approved, in writing, by the County Project Manager and County Project Director.

3.10.1.1 Deliverable 10.1: Outgoing Transition Services Plan

Contractor will provide the Outgoing Transition Services

Plan as required in this Task 10.

3.10.1.2 Deliverable 10.2: Transition Services

Contractor will provide the Transition Services as required in this Task 10.

4.0 DELIVERABLE SUMMARY

This Section 4 provides a summary of all Deliverables for Phase 1 (JOC System) as detailed in the sections above. County requirements for due dates are specified. As part of Consultant's Project Schedule, Consultant shall provide a proposed schedule for the submission of all Deliverables to County in accordance with County requirements.

PHASE 1 (JOC SYSTEM) DELIVERABLES:

Table 1: Deliverables for Task 1 – Project Administration

Del. #	Para.	Deliverable Name	Due Date
1.1	3.1.1.1	Project Control Document (PCD)	Effective Date + 30 days
1.2	3.1.1.2	Incoming Orientation Plans	Effective Date + 90 days
1.3	3.1.2.1	Ongoing Project Administration	In PCD

Table 2: Deliverables for Task 2 – Price Catalog and Technical Specifications

Del. #	Para.	Deliverable Name	Due Date
2.1	3.3.1.1	Price Catalog and Technical Specifications	TBD
2.2	3.2.2.1	Consultant shall provide Contracting Entity all supporting data for verification and validation of the Price Catalog and Technical Specifications for sample projects conducted during the analysis and verification process conducted by the Contracting Entity.	TBD

Table 3: Deliverables for Task 3 – Requirements Verification and Analysis

Del. #	Para.	Deliverable Name	Due Date
3.1	3.3.1.1	Requirements Verification Schedule	In PCD
3.2	3.3.2.1	System Requirements Document (SRD)	In PCD

3.3	3.3.2.2	Requirements Traceability Matrix and Report	In PCD
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Table 4: Deliverable for Task 4 – JOC System Design

Del. #	Para.	Deliverable Name	Due Date
4.1	3.4.1.1	JOC System Design Document	In PCD

Table 5: Deliverables for Task 5 – JOC System Configuration and Development

Del. #	Para.	Deliverable Name	Due Date
5.1	3.5.1.1	Working System, configured based on the JOC System Design Document	In PCD

Table 6: Deliverables for Task 6 – JOC System Testing

Del. #	Para.	Deliverable Name	Due Date
6.1	3.6	Test Plan	In PCD
6.2	3.6	Test Materials	In PCD
6.3	3.6	Test Completion Report	In PCD

Table 7: Deliverables for Task 7 – Training

Del. #	Para.	Deliverable Name	Due Date
7.1.	3.7	Training Plan	In PCD
7.2	3.7	Training Materials	In PCD
7.3	3.7	Training Log	In PCD
7.4	3.7	Monitoring and Operations Guide	In PCD

Table 8: Deliverables for Task 8 – Implementation and Go-Live

Del. #	Para.	Deliverable Name	Due Date
8.1	3.8	Go-Live Plan	In PCD
8.2	3.8	Three (3) Go-Live Simulation Reports	In PCD
8.3	3.8	Go-Live Completion Report	In PCD

8.4	3.8	Final Acceptance Certification	In PCD
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Table 9: Deliverables for Task 9 – Contract Discrepancy Report

Del. #	Para.	Deliverable Name	Due Date
9.1	3.9.1.1	Contract Discrepancy Report	Completion of Task 9
9.2	3.9.1.2	Contract Discrepancy Report Update	Completion of Task 9
9.3	3.9.1.3	Contract Discrepancy Report Completion	Completion of Task 9

Table 10: Outgoing Transition Services Plan

Del. #	Para.	Deliverable Name	Due Date
10.1	3.10.1.1	Outgoing Transition Services Plan	In PCD
10.2	3.10.1.2	Transition Services	In PCD

5.0 **PHASE II SUPPORT SERVICES**

5.1 Support Staff

Consultant shall provide Support Staff that will be fully responsible for assisting the Contracting Entity with use of the Price Catalog, and Technical Specifications and JOC System. Support Staff shall, during the term of the Agreement, report directly to the Contracting Entity at its designated premises during the hours of 6:45 a.m. to 5:30 p.m., Pacific Time, Monday – Thursday. Support Staff shall be available to assist Contracting Entity, 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, Consultant shall provide 24-hour email and phone support service include off hours and weekends, 365 days per year, so that complaints, problems or inquiries can be received at all times. County Entities reserves the right to request additional staff from the Consultant to ensure that work is completed in a timely manner.

The Support Staff shall meet the following requirements:

1. Support Staff shall act as a central point of contact with Contracting Entity 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 Consultant on all matters relating to the daily operation of the System, Price Catalog and Technical Specifications, and JOC Program.
3. Support Staff must be able to effectively communicate in English both orally and in writing.
4. Support Staff shall support the Contracting Entity's JOC program with training in the areas specified by the Contracting Entity.
5. Provide a "hands on" training program to include a comprehensive training/reference manual with sample work orders, flow charts, and forms. Conduct as many training courses as required to ensure that Contracting Entity staff is fully trained to use the web hosted software, Price Catalog, and Technical Specifications. The Consultant will provide training on an as-needed basis for County employees, Contractors, and third-party cost estimators. The training courses shall include practical exercises that will be based on actual Contracting Entity projects. The JOC training program, comprised of multiple training sessions, shall be structured to the specific needs of the audience. The training courses will stress practical application of the concept and contracts and shall include the following:
 - A. Project identification and development
 - B. Joint scope meetings
 - C. Project scope development
 - D. Proposal development and preparation
 - E. Proposal review and variance resolution
 - F. Process of adding non-pre-priced items
6. Assist with interpretation of the Price Catalog.
7. Resolve Price Catalog issues.
8. Manage revisions to the Price Catalog, including, but not limited to, request for new line items, verifying pricing and adding the items to the unit price book via the non-pre-price amendment.
9. Support Staff shall attend and facilitate Contracting Entity's JOC program meetings on an as needed basis. Such meetings shall include but not be limited to the following:
 - A. At request of Contracting Entity, prepare and conduct orientation briefings for client departments and other interested parties.

- B. Attend appropriate Contracting Entity meetings and conferences as requested by Contracting Entity.
 - C. Coordinate the JOC program with various Contracting Entity Departments as well as other Local, State, Federal agencies as requested by the Contracting Entity.
 - D. Organize and manage a series of conferences to promulgate general operating and organizational concepts.
 - E. Conduct informational seminars for local groups, as requested.
10. At the Contracting Entity's request, Support Staff shall assist with developing and implementing the Contracting Entity's JOC Program policies and procedures which shall include but not be limited to the following:
- A. Assist Contracting Entity in developing draft internal procedures and policies for the JOC Program. These procedures shall incorporate all applicable Federal, State and County laws, regulations and policies, including those of FEMA.
 - B. Document the final JOC execution procedures and policies.
 - C. Assist Contracting Entity in incorporating appropriate safeguards into the execution procedures for the prevention of fraud, waste, and abuse.
 - D. Coordinate the proposed execution of policies and procedures with Federal and State officials, when appropriate.
 - E. Assist with preparing reports regarding the JOC program.
11. At the Contracting Entity's request, Support Staff shall assist with monitoring and managing the performance of the JOC program which shall include, but not be limited to, the following:
- A. Monitor program performance, as requested
 - B. Identify and consult on major program issues
 - C. Integrate successful experiences from other agencies using JOC Conduct annual on-site reviews of the JOC Program, as requested
 - D. Prepare program evaluations, as requested
 - E. Assist the Contracting Entity in conducting periodic reviews of the concepts, performance and effectiveness of the JOC Program.
 - F. Develop documentation and statistics regarding elements of the concepts execution. Document this information for senior management review and evaluation.

12. At the Contracting Entity's request, Support Staff shall assist with bidding new JOC contracts, which shall include but not be limited to the following:
 - A. Conduct pre-bid meetings with potential Consultants.
 - B. Assist with bid review and JOC Consultant selection, as requested.
 - C. Provide JOC specification packets and bid forms in a form as requested by the Contracting Entity.
13. 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.
14. Consultant shall assign adequate staffing and resources to provide the scope of services under this agreement. Should the demand for services by the County Entities increase, the number of Consultants staff may increase, without additional compensation from the County. Resumes of Consultant's staff shall be reviewed and approved by the Contracting Entity.
15. Consultant shall be required to background check their On-Site Support Staff employee(s) as set forth in Article 18, Consultant employee Criminal Background Investigation, of the Agreement.
16. The purchase of all materials/equipment to provide the needed services is the responsibility of the Consultant. Consultant shall use materials and equipment that are safe for the environment and safe for use by employees.
17. Consultant shall provide the Support Services as outlined in this Section. If applicable, the Contracting Entity shall monitor the daily attendance and activities of the On-Site Support Staff.
18. When needed and requested, the Consultant shall provide technical and administrative support staff on the Contracting Entity's premises to assist in implementing its JOC Program.

5.2 Maintenance Services

Consultant shall provide maintenance and continued management and operation services for the JOC System at the start of the Effective Date of this Contract and throughout the Term of the Agreement, as described herein ("Maintenance Services"), at no additional cost:

1. JOC System Performance Requirements:

Consultant represents, warrants, covenants and agrees that: (a) the JOC System shall meet the System Availability requirements as further specified herein; and (b) the JOC 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 purpose of the correction of Deficiencies and other Contracting Entity 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 point six percent (99.6%)
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:

System Availability

System Availability shall be calculated as follows:

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

Response Time Monitoring

Consultant shall implement and maintain a method to monitor Response Time. In the event Contracting Entity reports any Response Time Deficiency in any month, Consultant 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. Consultant shall provide Contracting Entity a written report with respect to the month summarizing the results of Consultant's Response Time monitoring.

REMEDIES

General

Credits shall accrue for Unscheduled Downtime in accordance with the Service Credits set forth in Section 5.2 below, including Consultant's 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 JOC System has a Deficiency that is unresolved by Consultant, excluding Scheduled Downtime.

Service Credits

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

a. 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. Consultant shall provide all goods, services and other work necessary in order to maintain the JOC System to ensure performance in accordance with the requirements of this Contract. As part of Maintenance Services, Consultant shall (a) correct any and all errors, including compatibility issues among JOC System components themselves and/or among JOC System components (b) provide updates and version releases to the JOC System, (c) provide operational support for the JOC System, and (d) provide training, training materials and other implementation support for JOC System updates and version releases. Consultant shall provide Contracting Entity 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. Consultant shall provide continued provision of Contracting

Entity requested customizations and enhancements to the JOC System (e.g., work associated with developing functional improvements of the JOC System and work associated with development of new application functionality and major enhancements of the JOC System as a result of changes in Contracting Entity/program requirements). Consultant shall provide Contracting Entity 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 Consultant's use of its own tools or as discovered by Contracting Entity or Consultant. Upon discovery of an Error by Contracting Entity, Contracting Entity will report the Error to Consultant's Help Desk or otherwise during Support Hours via telephone or as otherwise directed in writing by Consultant for resolution in accordance with Contract. If an Error of Severity Level 1 or 2 is identified by Consultant, Consultant shall notify Contracting Entity at the first available opportunity during Contracting Entity's business day.

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

B. Error Level Definitions

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

Table 1.0

Description of Error	Resolution Time Requirement (subject to escalation by CONTRACTING ENTITY)
Widespread JOC System unavailability; or Error disrupts functionality to the extent the JOC System cannot be used.	SEVERITY LEVEL 1: CRITICAL Two (2) hour, beginning when Contracting Entity reports the Error to Consultant or upon discovery of Error by Consultant, whichever occurs first.
A problem that severely degrades the performance of the JOC System or materially restricts business; or restricts the use of one or more features of the JOC System to perform necessary business functions but does not completely restrict usage of the JOC System; or ability to use the JOC System, but an important function is not available and operations are severely impacted.	SEVERITY LEVEL 2: SEVERE Eight (8) hours, beginning when Contracting Entity reports the Error to Consultant or upon discovery of Error by Consultant, whichever occurs first.
A problem that causes only a minor impact on the use of the JOC 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 Contracting Entity reports Error to Consultant or upon discovery of Error by Consultant, whichever occurs first.
Cosmetic defects that do not affect the functionality, but affect the general look and feel of the JOC System.	SEVERITY LEVEL 4: COSMETIC Earlier of (a) the next Version Release or (b) within twelve (12) months of when Contracting Entity reports Error to Consultant or upon discovery of Error by Consultant, whichever occurs first.

C. Resolution of Errors

Consultant shall either resolve or escalate an Error reported by Contracting Entity in accordance with the time frames set forth above.

D. Escalation

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

E. Resolution

Consultant 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 Contracting Entity notifies Consultant of such Error by telephone or otherwise, or upon discovery of Error by Consultant, whichever occurs first, and shall end when Consultant submits resolution of such Error to Contracting Entity for approval thereof, provided such resolution is thereafter so approved by Contracting Entity without prior rejection by Contracting Entity or significant delay in Contracting Entity's approval thereof.

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

Consultant shall assign a Consultant technical support team member to diagnose and determine the course of action to resolve Errors. Consultant shall maintain ongoing communication with Contracting Entity regarding the status of correction of all Errors reported or discovered. In addition, Contracting Entity may contact Consultant 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, Contracting Entity shall assess a Five Thousand Dollar (\$5,000) credit per day until the Error is successfully resolved.

Deliverable Consultant shall provide the Maintenance Services as outlined in this Section to the satisfaction of the Contracting Entity.

5.3 Optional Services

If requested in writing by the County and mutually agreed upon, the Contractor shall provide Optional Work to the County, provided sufficient funds are available for such Optional Work. Optional Work may include Proposal Reviews, customizations, integrations, migration, or additional subscription services. The products of Optional Work may become part of the System, as applicable, and shall be subject to the County's written approval in accordance with the terms of the Contract.

Upon the County's request, the Contractor shall submit to the County for approval a not-to-exceed Maximum Fixed Price (based on the Firm Fixed Hourly Rate in Form PW-2) and a proposed scope of services for Optional Work.

Service Organization Control (SOC) 2 Type 2 Report

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

EXHIBIT A.1

FUNCTIONAL AND TECHNICAL REQUIREMENTS

FUNCTIONAL REQUIREMENTS RESPONSE FORM

Proposer Name: FACILITY OPTIMIZATION SOLUTIONS, LLC 2.1 General Functional Requirements 2.1.1 General Processing							
Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
1	The JOC Software shall be user-friendly, including in presentation, navigation, and other ease of use features.	X					
2	The JOC Software shall provide an electronic contract record with access to both current and historical JOC Software data.	X					
3	The JOC Software shall provide rules based on data entry to prevent duplication and inconsistencies in JOC Software data.	X					
4	The JOC Software shall provide field-level and cross-field validation upon completion of data entry by user and immediately display appropriate corrective instructions for the related field.	X					
5	The JOC Software shall provide screen-level validation and display a summary list of corrective instructions for each field with erroneous data for the entire screen.	X					
6	The JOC Software shall perform batch processing updates without affecting the performance of the JOC Software.	X					
7	The JOC Software shall allow real-time access to all contract records, based on Contracting Entity- specified delegated authority.	X					
8	The JOC Software shall support online real-time processes.	X					
9	The JOC Software shall provide the ability for Contracting Entity-specified users to send broadcast messages to all users or groups of users.	X					
10	The JOC Software shall provide the ability to send email notifications and/or notes to users and other designated recipients based on business rules.	X					
11	The JOC Software shall have search capabilities across multiple displays, reports, contract, and project types.	X					

2.1 General Functional Requirements

2.1.2 Display

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
12	The JOC Software shall provide an efficient pathway to view detailed JOC Software contract data from summary screens.	X					
13	The JOC Software shall include the ability to present multiple views of contract information, depending on the roles and responsibilities of the Contracting Entity-specified user and Construction Contractor user.	X					

2.1 General Functional Requirements

2.1.3 Navigation

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
14	The JOC Software, upon logon by a Contracting Entity-specified user, shall direct the user to a "home page" specific to the User Identification (ID), which includes the following features:						Answers provided below.
a	Links to the JOC Software broadcasts and announcements, including counts of read and unread broadcasts and announcements;	X					
b	Links to "reminders" or "ticklers" for work that is pending on the User's caseload, including counts of "reminders" or "ticklers";	X					
15	The JOC Software, 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:						Answers provided below.
a	Links to available JOC Contract	X					
b	Links to available Project	X					

	c Links to available Proposal	X						
16	The JOC Software shall include automated or guided processes that will enable a Contracting Entity-specified user and Construction Contractor user to easily enter required information and guide the user through the appropriate screens based on the input of JOC Software data for processes, including:							Answers provided below.
	a JOC Contract Management	X						
	b Construction Contractor Management	X						
	c Project, RFP, and NTP Management	X						
	d Proposal Submission and Review	X						
17	The JOC Software shall visually identify mandatory fields on each screen, as appropriate.	X						
18	The JOC Software shall provide Contracting Entity-specified users and Construction Contractor users with a way to view a listing of screens that have been designated as required screens.	X						

2.1 General Functional Requirements

2.1.4 Local Printing

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
19	The JOC Software shall allow Contracting Entities specified users and Construction Contractor users to print Contracting Entity-specified contract information, including:						Answers provided below.
	a A detailed version of the Contract information;	X					
	b A summary version of the Contract information;	X					
	c A detailed version of the Project information;	X					
	d A summary version of the Project information;	X					
	e A detailed version of the Proposal information;	X					
	f A summary version of the Proposal information;	X					
	g NTP;	X					

	h RFP;	X						
	i Time Extension	X						
20	The JOC Software shall allow Contracting Entity-specified users to reprint documents for Construction Contractors in the same form and format, with appropriate dates, as when the documents were initially issued to the contractor.	X						
2.2 JOC Contract Management 2.2.1 JOC Contracts								
Functional Requirement Response Form Matrix		Solution to Requirement						
		Available	Alternative	Customization	Enhancement	Not Available	Comments	
21	The JOC Software shall have the ability to administer JOC Contracts.	X						
22	The JOC Software shall provide the ability to track at a minimum, the following information for JOC Contracts:						Answers provided below.	
a	Contracting Entity-issued Identifier (ID) JOC#	X						
b	Contracting Entity-issued Identifier (ID) PW#	X						
c	Construction Contractor	X						
d	Type of Contract (General, Special, OSHPD etc)	X						
e	Construction Contractor Factor	X						
f	Contract Value Amount	X						
g	Contract Expiration Date	X						
h	Contract Award Date	X						
23	The JOC Software shall have logic to prevent duplicate JOC Contracts.	X						
24	The JOC Software shall provide the ability to associate a specific issue/dated version of a JOC Book. The book will remain static for the duration of the contract period.	X						
25	The JOC Software shall allow Contracting Entities specified users the ability to manually add a JOC Contract.	X						
26	The JOC Software shall allow JOC Contract information to be reported electronically by authorized users at multiple locations.	X						

27	The JOC Software shall automatically calculate and display the remaining Contract Value.	X						
28	The JOC Software shall provide the ability to attach relevant JOC Contract documents and images.	X						
29	The JOC Software shall automatically assign unique contract number to a JOC Contract based on Contracting Entity-specified rules.	X						
30	The JOC Software shall provide the ability to track additional Contract information that may result from a change in business process.	X						
31	The JOC Software shall provide the ability to track project closeout dates and the ability to attach relevant JOC closeout documents.	X						

2.3 Construction Contractor Management

2.3.1 Construction Contractors

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
32	The JOC Software shall have the ability to administer Construction Contractors.	X					
33	The JOC Software shall provide the ability to track at a minimum, the following information for Construction Contractors:						Answers provided below.
a	Company Name	X					
b	Contact Name	X					
c	Phone Number	X					
d	Email	X					
e	Contracting Entity-issued Vendor ID	X					
f	Address	X					
g	Contractor Status	X					
34	The JOC Software shall allow Contracting Entity-specified users the ability to manually add a Construction Contractor, and allow Construction Contractors to input their own information if permitted by the Contracting Entity.	X					
35	The JOC Software shall have logic to prevent duplicate Construction Contractors.	X					

36	The JOC Software shall provide the ability for designated users to search for Contractors.	X						
2.4 Project Management 2.4.1 Project Initialization								
Functional Requirement Response Form Matrix		Solution to Requirement					Comments	
		Available	Alternative	Customization	Enhancement	Not Available		
37	The JOC Software shall have the ability to add and administer Projects.	X						
38	The JOC Software shall provide the ability to associate multiple Projects to a JOC Contract.	X						
39	The JOC Software shall provide the ability to track, at a minimum, the following information for Projects						Answers provided below.	
a	Project Name	X						
b	Contracting Entity-issued Identifier (ID) Project ID	X						
c	Contracting Entity-issued Identifier (ID) PCS ID	X						
d	Supervisory Districts (1, 2, 3, 4, 5)	X						
e	Client Departments	X						
f	Board Approval Date	X						
g	Project Manager Name	X						
h	Project Budget	X						
i	Project Balance	X						
j	Project Status	X						
k	Preliminary Statement of Work	X						
l	Facility Name	X						
m	Facility Location/Address	X						
n	Cost Accounting Identifier	X						
o	Proposed Work Duration	X						
40	The JOC Software shall provide the ability to attach relevant Project documents and images e.g. pdf, and microsoft office formats.	X						

41	The JOC Software shall provide the ability to track additional Project information that may result from change in business process.	X						
2.4 Project Management 2.4.2 Project Numbering								
Functional Requirement Response Form Matrix		Solution to Requirement						
		Available	Alternative	Customization	Enhancement	Not Available	Comments	
42	The JOC Software shall automatically assign unique contract number to a Project based on Contracting Entity-specified rules.	X						
43	The JOC Software shall provide unique Project numbering schema based on Contracting Entity-specified rules.	X						
44	Describe how Projects roll-up	X						
45	Describe Project minor version number system	X						
2.4 Project Management 2.4.3 Site Walk-Through								
Functional Requirement Response Form Matrix		Solution to Requirement						
		Available	Alternative	Customization	Enhancement	Not Available	Comments	
46	The JOC Software shall have the ability for Contracting Entity-specified users to input and track the Proposed Statement of Work.	X						
47	The JOC Software shall provide the ability to track the Site Walk-Through date.	X						
2.4 Project Management 2.4.4 Request for Proposal								

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
48	The JOC Software shall have the ability to generate a RFP based on a Contracting Entity-specified template.	X					
49	The JOC Software shall provide the ability to download an RFP to MS Office Word format and Adobe PDF format in Contracting Entity-specified versions.	X					
50	The JOC Software shall have the ability for Contracting Entity-specified users to track the RFP Due Date.	X					
51	The JOC Software shall have the ability for Contracting Entity-specified users to track the RFP Issue Date.	X					
52	The JOC Software shall have the ability for Contracting Entity-specified users to update the RFP template.	X					
53	The JOC Software shall have the ability for Contracting Entity-specified users to generate a Credit RFP.	X					

2.4 Project Management

2.4.5 Notice to Proceed and Project Execution

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
54	The JOC Software shall generate a NTP based on a Contracting Entity-specified template.	X					
55	The JOC Software shall provide the ability to download a NTP to standard MS Office Word format and Adobe PDF format.	X					
56	The JOC Software shall have the ability for Contracting Entity-specified users to update the NTP template.	X					

57	The JOC Software shall have the ability for Contracting Entity-specified users track the Final Statement of Work.	X						
58	The JOC Software shall have the ability for Contracting Entity-specified users to issue a time extension by tracking the Project's original due date and new due date.	X						
59	The JOC Software shall provide the ability to track the following information for Projects:							Answers provided below.
a	Initial Proposal Amount	X						
b	Final Proposal Amount	X						
c	Proposal Count	X						
d	Proposal Approval Date	X						
e	Project Due Date	X						
f	Issued Amount	X						
g	Issue Date	X						
h	Construction Start Date	X						
i	Adjusted Project Due Date	X						
j	Substantial Completion Date	X						
k	Cost Estimate Value	X						
	Signing Authority	X						
60	The JOC Software shall have the ability for Contracting Entity-specified users to generate a Credit NTP.	X						
2.4 Project Management 2.4.6 Project Completion								
Functional Requirement Response Form Matrix		Solution to Requirement						
		Available	Alternative	Customization	Enhancement	Not Available	Comments	
61	The JOC Software shall provide the ability to track the following information:						Answers provided below.	
a	Construction End Date	X						
b	Work Order Acceptance Date	X						

62	The JOC Software shall calculate and display the percentage change in initial proposal amount and final amount.	X						
63	The JOC Software shall provide the ability to cancel a Project.	X						
2.5 Proposal Submission and Review								
2.5.1 General Requirements								
Functional Requirement Response Form Matrix		Solution to Requirement						
		Available	Alternative	Customization	Enhancement	Not Available	Comments	
64	The JOC Software shall base proposals on specific issue/dated version of the JOC Book identified in the JOC Contract.	X						
65	The JOC Software shall base proposals on a Bid Factor identified in the JOC Contract.	X						
66	The JOC Software shall automatically compute the Proposal Total.	X						
67	The JOC Software shall capture the date, time, JOC unit price book used and time zone a Proposal was created.	X						
68	The JOC Software shall capture the date, time, and time zone of any change in the Proposal.	X						
69	The JOC Software shall capture the date, time, and time zone a Proposal was submitted.	X						
70	The JOC Software shall capture the date, time, and time zone a Proposal was re-submitted.	X						
71	The JOC Software shall capture the date, time, and time zone a Proposal was approved.	X						
72	The JOC Software shall capture the date, time, and time zone a Proposal that was returned.	X						
73	The JOC Software shall capture the use information when a Proposal was created, changed, submitted, re-submitted, approved, and returned.	X						
74	The JOC Software shall allow an unlimited number of submittals, revisions, and resubmittals.	X						

2.5 Proposal Submission and Review
2.5.2 Construction Contractors

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
75	The JOC Software shall allow Construction Contractors to easily search and identify items from the JOC Book to the Proposal (e.g. item description or CSI number).	X					
76	The JOC Software shall provide the ability for Construction Contractors to select and add an item from the JOC Book to the Proposal and track, at a minimum, the following information:						Answers provided below.
a	Description	X					
b	Category	X					
c	CSI Number	X					
d	Unit of Measure	X					
e	Quantity	X					
f	Unit Price	X					
g	Bid Factor	X					
h	Contractor Note	X					
77	The JOC Software shall automatically compute the line item total.	X					
78	The JOC Software shall automatically compute the Proposal Total.	X					
79	The JOC Software shall provide the Construction Contractor a summary version of the Proposal information.	X					
80	The JOC Software shall provide the ability to submit a Credit Proposal.	X					
81	The JOC Software shall notify the Construction Contractor that a Project is available for Proposal submittal.	X					
82	The JOC Software shall notify the Construction Contractor that a Proposal is available to be revised and resubmitted.	X					
83	The JOC Software shall make available the initial Proposal and all subsequent resubmittals for review.	X					

2.5 Proposal Submission and Review 2.5.3 Contracting Entity-Specified Users									
Functional Requirement Response Form Matrix			Solution to Requirement						
			Available	Alternative	Customization	Enhancement	Not Available	Comments	
84	The JOC Software shall notify Contracting Entity specified users that a Proposal is available for review.		X						
85	The JOC Software shall notify Contracting Entity specified users that a Proposal has been resubmitted.		X						
86	The JOC Software shall provide the ability for Contracting Entity-specified users to add a note for each line item.		X						
87	The JOC Software shall provide the following features for Contracting Entity-specified user Notes:		X						
a	Ability to see notes in chronological order reverse chronological order;		X						
b	Ability to print notes		X						
c	Ability to assign Contracting Entity-defined note types;		X						
d	Ability to view and scroll through all notes		X						
e	Search engine within notes (by date, type, key words, etc.);		X						
f	Ability to protect some notes from view (role based security);		X						
g	Ability to spell check a note		X						
88	The JOC Software shall provide the ability for Contracting Entity-specified users to return a Proposal for adjustments.		X						
89	The JOC Software shall provide Contracting Entity specified users a summary version of the Proposal information.		X						
90	The JOC Software shall provide Contracting Entity specified users a summary version of the Proposal information.		X						
91	The JOC Software shall provide Contracting Entity specified users the ability to final approve a Proposal.		X						

92	The JOC Software shall provide Contracting Entity specified users the ability to compare the differences between two submittals (e.g., compare the initial and final submittal).	X						
2.6 Reporting 2.6.1 General								
Functional Requirement Response Form Matrix		Solution to Requirement						
		Available	Alternative	Customization	Enhancement	Not Available	Comments	
93	The JOC Software shall provide a list of standard reports specified by the Contracting Entity including, at a minimum:						Answers provided below.	
a	JOC Management Tracking Report	X						
b	Monthly NTP's Issued Report	X						
c	Local Small Business Enterprise Subcontractor Participation Report	X						
d	JOC Notice to Proceed Issue	X						
94	The JOC Software shall maintain the JOC Software data necessary to produce all Contracting Entity- required reports, including all Contracting Entity- specified standard reports and JOC Software data elements specified for ad hoc reports.	X						
95	The JOC Software shall support the accumulation of JOC Software data over time for daily, weekly, monthly, quarterly, annual, fiscal, as of, and time period reports.	X						
96	The JOC Software shall maintain online descriptions and definitions of each report that are easily accessible by Contracting Entity-specified users.	X						
97	The JOC Software shall produce reports that include a clear identification of the report run date, "as of" date, period of JOC Software data date, and print date.	X						
98	The JOC Software shall include flexible report sorting capability.	X						
99	The JOC Software shall support all reports required by federal, State, and local laws, rules, regulations, ordinances, guidelines, directives, policies and procedures, including statistical, operational, workload, and fiscal reports.	X						

100	The JOC Software shall provide the ability to download reports to standard MS Office formats (Excel, Word), Text file format, Adobe PDF format, etc.	X					
101	The JOC Software shall produce several types of reports which support all levels of staff in managing their particular workloads, including management reports, State level reports, and ad hoc reports.	X					
102	The JOC Software shall include the ability to generate parameter-driven reports.	X					
103	The JOC Software shall, at the option of Contracting Entity-specified users, provide reports in electronic format (using Contracting Entity- specified version of the Microsoft Office Suite format) for further sorting and printing.	X					
104	The JOC Software shall provide report data in format that allows Contracting Entity-specified users to easily sort report data on all possible criteria.	X					
105	The JOC Software shall maintain report security for all users, including which report can be viewed or printed by each user or user group.	X					
106	The JOC Software shall include the ability to produce standard and ad hoc reports for any time period back to the commencement date of Countywide or Contracting Entity implementation of the JOC Software.	X					

2.6 Reporting

2.6.2 Ad hoc reporting

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
107	The JOC Software shall include an ad hoc capability that will allow Contracting Entity-specified users to generate both preformatted and free form reports with relative ease.		X		X		Currently FOS offers a concierge service where our reporting team generates required reports for the client, an optional enhancement would be an ad-hoc or user-generated system.
108	The JOC Software shall include ad hoc capabilities that are user-friendly but include the functionality necessary to produce the type of reports needed by Contracting Entity.		X		X		Via Concierge System
109	The JOC Software shall include the ability to request and format selected JOC Software Data using parameter-driven ad hoc reporting capabilities.		X		X		Via Concierge System

110	The JOC Software shall provide the ability to produce reports that are valued at a single point in time, multiple points in time, or display as the change between two points in time.	X						Via Concierge System
111	The JOC Software shall provide the ability to define new calculated fields to be used by the ad hoc report.	X						Via Concierge System
112	The JOC Software shall provide the ability to report by calendar year, fiscal year and/or policy year.	X						
113	The JOC Software shall provide the ability to drive down from reports.	X						
114	The JOC Software shall provide the ability to graph/chart the results of a report without downloading the results to another program.	X						
115	The JOC Software shall provide the ability to sort, filter, and group data in reports.	X						
116	The JOC Software shall provide the ability to download ad hoc reports to standard MS Office formats (Excel, Word), Text file format, Adobe PDF format, etc.	X						

2.7 Data Exports

2.7.1 Data Exports

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
117	The JOC Software shall provide the ability to export all JOC Software data.	X					
118	The JOC Software shall support online real-time data exports.	X					
119	The JOC Software shall provide the ability to export data through web services (e.g., SOAP or REST Application Programming Interface (API)).	X					
120	The JOC Software shall provide data exports in machine-readable format (e.g., XML, JSON, or CSV).	X					
121	The JOC Software shall include documentation that specifies the activities required to export data (e.g., authentication, all web service calls, data elements and associated values).	X					

TECHNICAL REQUIREMENTS RESPONSE FORM

3.1 General Requirements						
Technical Requirement Response Form		Response Code				Comments
		Available	Customizable	Not Available	Other	
1	The system shall be a fully managed solution hosted and supported by the Contractor (Vendor-Hosted).	X				
2	The system shall retain personal information as long as necessary and ensure it is deleted when no longer needed.	X				
3	The system shall provide program participants (system users) method for submission of a request to delete personal data.	X				
4	The system shall allow program participants (system users) to "opt-out" of the collection and storing of personal information.	X				
3.2 Access						
Technical Requirement Response Form		Response Code				Comments
		Available	Customizable	Not Available	Other	
5	The system shall provide Single Sign On (SSO) capability for County users using the County's Enterprise Identity & Access Management Directory (based upon Microsoft Azure Active Directory).	X				
6	The System shall provide the ability to define role-based access with different security groups.	X				
7	The System shall return generic errors messages to the client, to avoid disclosure of sensitive information (e.g., login failure, database error, application error).	X				
3.2 Data, Backup, and Recovery						
Technical Requirement Response Form		Response Code				

		Available	Customizable	Not Available	Other	Comments
8	The System shall provide the ability to automatically export all system data.	X				
9	All system data center(s) and backup/replication locations shall reside in the Continental United States.	X				
10	The System shall perform backups with no adverse effect on performance.	X				
11	At minimum, System data shall be backed up daily.	X				
12	The System data or portions of data shall be restored within 8 hours after request is made.	X				
13	The System shall ensure that all data from the past 6 months is backed up and accessible for retrieval purposes.	X				

3.2.3 Infrastructure and Hosting Environment

Technical Requirement Response Form		Response Code				Comments
		Available	Customizable	Not Available	Other	
14	The System shall keep all components updated with current antivirus, operating system, and security patches. (e.g. endpoint, host, network, application).	X				
15	The hosted environments shall implement security best practices and monitoring including: Host Intrusion Prevention (HIPS) and Detection (HIDS) system, Network Intrusion Prevention (NIPS) and Detection (NIDS) system, Web Application Firewall (WAF), Security Event and Information Management (SIEM), etc.	X				
16	The hosted environment shall be comprised of software that has been fully tested, integrated and is accessible to County users.	X				
17	The System shall be contained by a perimeter firewall to protect the network from external attacks.	X				

18	The System shall have physical access controls in place to ensure appropriate access to IT resources in the hosted environment.	X				
19	The System shall have measures to prevent the upload of unauthorized files (e.g., executable files).	X				
20	The System shall undergo periodic web application vulnerability testing/scanning (e.g., source code, run time).	X				
21	The System shall have separate physical and logical environments (e.g., development, quality assurance, user acceptance testing, staging, production, training environments).	X				
22	If the System requires significant integrations with County systems, the platform must use Microsoft Azure or Amazon AWS for hosting.	X				
23	Management access to Infrastructure and Hosting shall be secured by multi-factor authentication (MFA) and use Transport Layer Security (TLS) protocol (1.2 or higher) to ensure secure access.	X				

3.2.4 Performance and Availability

Technical Requirement Response Form		Response Code				Comments
		Available	Customizable	Not Available	Other	
24	The system environments shall operate on a 24x7x365 basis.	X				
25	System availability shall be ninety-nine percent (99.6%)	X				
26	The system shall have an average response time of two (3) seconds, as measured from the Hosted Environments.	X				

3.2.5 Compatability and Integration

Technical Requirement Response Form	Response Code
-------------------------------------	---------------

		Available	Customizable	Not Available	Other	Comments
27	The system shall provide a secure web-based user interface accessible from any web browser (e.g., Edge, Chrome, Firefox, Safari) or from any device and shall not require plug-ins or additional installed software (e.g., Adobe Flash).	X				
28	The system shall provide a user interface that complies with recognized usability standards (e.g., the American Disabilities Act (http://www.ada.gov/), the Rehabilitation Act Section 508 (http://www.section508.gov/ , etc.).	X				
29	The System shall transmit data using secure protocols, such as sftp, ssh, https, TLS 1.2 or above, etc., or tunneled through an authenticated encrypted connection (e.g., VPN).	X				
30	All API integrations must utilize HTTPS with strong TLS (e.g., version 1.2 and above) configurations and incorporate unique, regularly rotated (e.g., two years or less) API keys for authentication.	X				
31	The system sending emails on behalf of Public Works (e.g., xxxxx@pw.lacounty.gov or xxxxx@dpw.lacounty.gov) or any subdomain shall be DMARC (Domain-based Message Authentication, Reporting & Conformance) compliant. This will require configuring SPF and DKIM to authenticate legitimate email messages.	X				
32	All application logging shall be integrated with Public Works' Microsoft Sentinel for real-time monitoring and analysis of system activity.	X				In app & ODATA

JOB ORDER CONTRACT (JOC) SYSTEM AND RELATED CONSULTING SERVICES

MINIMUM SYSTEM REQUIREMENTS

The Minimum System Requirements for LACDA to use the JOC System is as follow:

Desktop Hardware and Software

Response: Windows 8 or later, Intel Pentium 4 processor or later.

Supported Browsers

Response: Chromium compatible: Windows Edge, Google Chrome, Apple, Safari, Etc.

Minimum Display Resolution

Response: 1366 x 1024

Desktop Software

Response: Chromium Compatible Web Browser

Server Requirements

Response: N/A

Server Instance Software Requirements

Response: N/A

ACCEPTANCE CERTIFICATE

(Name and Address)		TRANSMITTAL DATE
ACCEPTANCE CERTIFICATE		AGREEMENT NUMBER
		TITLE
FROM: _____ Consultant's Project Director (Signature Required)	TO: LACDA Project Director Los Angeles County Development Agency	
Consultant hereby certifies to LACDA that as of the date of this Task/Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Agreement, including the Exhibits thereto to the completion of the Tasks and delivery of the Deliverables set forth below, including satisfaction of the completion criteria applicable to such Tasks and Deliverables and LACDA's approval of the Work performed in connection with the achievement of such Task. Consultant further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with the Exhibit A (Scope of Work). LACDA's approval and signature constitutes an acceptance of the Tasks and Deliverables listed below.		
TASK DESCRIPTION (including Task and subtask numbers as set forth in the Statement of Work)	DELIVERABLES (including Deliverable numbers as set forth in the Statement of Work)	
Comments: 		
Attached hereto is a copy of all supporting documentation required pursuant to the Agreement and Exhibit A (Scope of Work), including any additional documentation reasonably requested by LACDA.		
County Acceptance: NAME _____ SIGNATURE _____ DATE _____ LACDA's Project Director		

Distribution:
 Original – Financial Services
 Copy 1 - Contractor

Copy 2 - LACDA's Project Manager
 Copy 3 - LACDA Master Agreement File

CONTRACT DISCREPANCY REPORT

TO:

FROM:

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

DISCREPANCY PROBLEMS: _____

Signature of Contracting Entity Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

CONTRACTING ENTITY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative

Date

CONTRACTING ENTITY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

Contracting Entity Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

DPW JOC Contracting Process

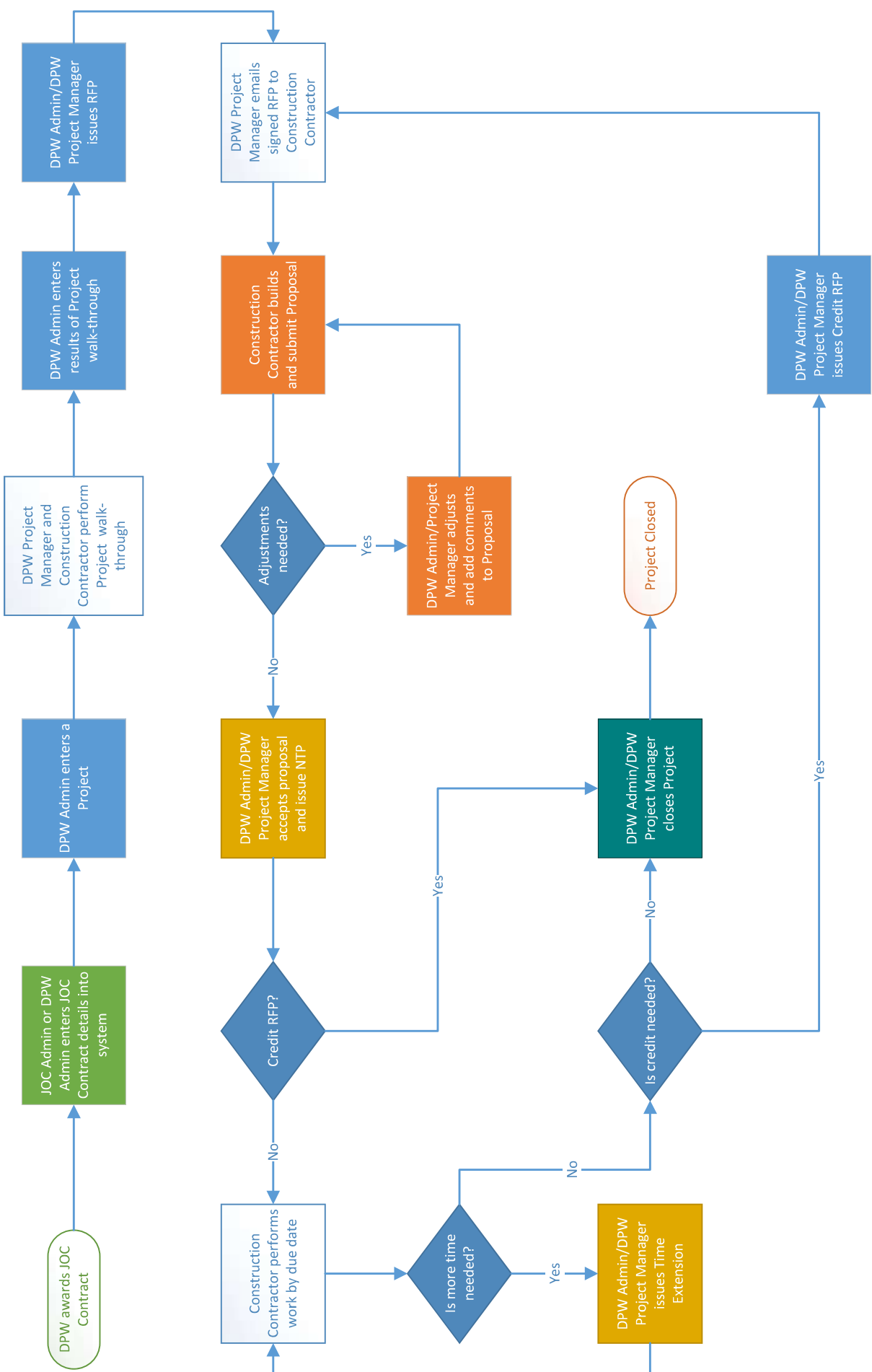


EXHIBIT B
Schedule of Prices

Table 1 – Phase 1 Work and Deliverables			
Deliverable #	Paragraph	Deliverable for Task 1 – Project Administration	Price
1.1	3.1.1.1	Project Control Document (PCD)	\$0.00
1.2	3.1.1.2	Incoming Orientation Plans	\$0.00
1.3	3.1.2.1	Ongoing Project Administration	\$0.00
Deliverable #	Paragraph	Deliverable for Task 2 – Price Catalog and Technical Specifications	Price
2.1	3.3.1.1	Price Catalog and Technical Specifications	\$0.00
2.2	3.2.2.1	Consultant shall provide Contracting Entity all supporting data for verification and validation of the Price Catalog and Technical Specifications for sample projects conducted during the analysis and verification process conducted by the Contracting Entity.	\$0.00
Deliverable #	Paragraph	Deliverables for Task 3 – Requirements Verification and Analysis	Price
3.1	3.3.1.1	Requirements Verification Schedule	\$0.00
3.2	3.3.2.1	System Requirements Document (SRD)	\$0.00
3.3	3.3.2.2	Requirements Traceability Matrix and Report	\$0.00
Deliverable #	Paragraph	Deliverable for Task 4 – JOC System Design	Price
4.1	3.4.1.1	JOC System Design Document	\$0.00
Deliverable #	Paragraph	Deliverables for Task 5 – JOC System Configuration and Development	Price
5.1	3.5.1.1	Working System, configured based on the JOC System Design Document	\$0.00

EXHIBIT B

Deliverable #	Paragraph	Deliverables for Task 6 – JOC System Testing	Price
6.1	3.6	Test Plan	\$0.00
6.2	3.6	Test Materials	\$0.00
6.3	3.6	Test Completion Report	\$0.00
Deliverable #	Paragraph	Deliverables for Task 7 – Training	Price
7.1	3.7	Training Plan	\$0.00
7.2	3.7	Training Materials	\$0.00
7.3	3.7	Training Log	\$0.00
7.4	3.7	Monitoring and Operations Guide	\$0.00
Deliverable #	Paragraph	Deliverables for Task 8 – Implementation and Go-Live	Price
8.1	3.8	Go Live Plan	\$0.00
8.2	3.8	Three (3) Go-Live Simulations Reports	\$0.00
8.3	3.8	Go-Live Completion Report	\$0.00
8.4	3.8	Final Acceptance Certification	\$0.00
Deliverable #	Paragraph	Deliverables for Task 9 – Contract Discrepancy Report	Price
9.1	3.9.1.1	Contract Discrepancy Report	\$0.00
9.2	3.9.1.2	Contract Discrepancy Report Update	\$0.00
9.3	3.9.1.3	Contract Discrepancy Report Completion	\$0.00
Deliverable #	Paragraph	Deliverables for Task 10 – Outgoing Transition Services Plan	Price
10.1	3.10.1.1	Outgoing Transition Services Plan	\$0.00
10.2	3.10.1.2	Transitional Services	\$0.00
Total Price for Phase 1 Work			\$ 0.00

Table 2 – Phase 2 Fees*	
Agreement Year	Percentage Fee
Annual Percentage Applied to All JOC Work Orders for First Five Years of Agreement	<u>2.1</u> %
Annual Percentage Applied to All JOC Work Orders for Optional Year 1	<u>2.1</u> %
Annual Percentage Applied to All JOC Work Orders for Optional Year 2	<u>2.1</u> %

*Contractor is not guaranteed any amount of JOC Work for any year of the Agreement. JOC Work may increase or decrease every year based on the needs of the Contracting Entity. Further, for any JOC Projects that are moved from a prior agreement with any Contracting Entity to this Agreement, such JOC project work orders will be segregated in the JOC System in a manner that prevents these JOC project work orders that were already charged a licensing fee in a prior agreement from being charged again under this Agreement.

Table 3 - Firm Fixed Hourly Rate for Optional Work	
Firm Fixed Hourly Rate for Optional Work	\$ <u>170</u> / hour

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 1 of 2

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

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and LACDA. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to LACDA's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from LACDA, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-

EXHIBIT C

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 2 of 2

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

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

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

COPYRIGHT ASSIGNMENT AGREEMENT

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

Page 1 of 2

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

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

Page 2 of 2

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

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

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

COPYRIGHT ASSIGNMENT AGREEMENT

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT E

JOB ORDER CONTRACT (JOC) SYSTEM AND RELATED CONSULTING SERVICES

THIRD-PARTY PRODUCTS

As of the Effective Date of this Agreement, the following Third-Party Software will be provided by Proposer. Should this change during the term of the Agreement, this Exhibit will be updated to reflect any additional Third-Party Software.

Third Party Software			
	Name	Vendor	Purpose / Function
1	N/A		
2			
3			


Proposer's Name: Facility Optimization Solutions, LLC	
Authorized representative Name: Joseph Cassata	
Signature: 	Date: 5/1/2024

EXHIBIT F PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through L, inclusive, of this Contract (Exhibits A-L) and this PRS, Exhibits A-L shall control. LACDA reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-L, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
A. SCOPE OF WORK				
1. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State, or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Project Schedule	Contractor fails to complete work within the time specified in the project schedule.	\$200 for each calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	\$100 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Respond to complaints, requests, and discrepancies.	Contractor fails to respond within 24 hours of a reported complaint, request, and/or discrepancy.	\$100 per complaint not responded to within the time frame outlined in the specifications.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

EXHIBIT F PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through L, inclusive, of this Contract (Exhibits A-L) and this PRS, Exhibits A-L shall control. LACDA reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-L, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
5. Respond to bugs or security incidents.	Contractor fails to respond within 24 hours of a reported bug or security incident.	\$100 per complaint not responded to within the time frame outlined in the specifications.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
B. CONTRACT ADMINISTRATION				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	\$200 per day; work/contract suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	\$200 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Use of Subcontractor without Approval and/or Authorization.	Obtain County's written approval prior to subcontracting any work.	\$500 per occurrence; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. License and Certification	All license and certifications required to perform the work, if any.	\$200 per day; suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Assignment and Delegation	Contractor shall not assign its rights or delegate its duties under this Contract, or both,	\$200 per day the County is not informed of this change; suspension;	<input type="checkbox"/> Yes <input type="checkbox"/> No	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

EXHIBIT F PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through L, inclusive, of this Contract (Exhibits A-L) and this PRS, Exhibits A-L shall control. LACDA reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-L, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
	whether in whole or in part, without the prior written consent of County.	possible termination for default of contract.	<input type="checkbox"/> N/A	
6. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$500 per occurrence; suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

EXHIBIT G

**JOB ORDER CONTRACT (JOC) SYSTEM
AND RELATED CONSULTING SERVICES
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 Agreement and its various exhibits and attachments, will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

1.1 Acceptance

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

1.2 Contracting Entity Data

All of the Contracting Entity information, data, records, and information of Contracting Entity to which Consultant has access, or is otherwise provided to Consultant under this Agreement, during the use and/or provisioning of the JOC System, including any data entered/stored/accessed during use of the JOC System by users of the JOC System. Such users include Contracting Entity's contractors and consultants in the JOC Program. Consultant's JOC Book is not included in the definition of Contracting Entity Data.

1.3 Unit Price Book, Price Catalog and Technical Specifications, or JOC Book

As defined and required by Exhibit A (Scope of Services). The Unit Price Book, also known as JOC Book, will also be electronic and work within the JOC System as required by the Agreement so as to meet the requirements and needs of the JOC Program.

1.4 Deliverable(s)

Whether singular or plural, will mean software, items and/or services provided or to be provided by Consultant under this Agreement 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).

1.5 Documentation

All of Consultant's training course materials, JOC System specifications and technical manuals, and all other user instructions regarding the capabilities, operation, and use of the JOC System, including, but not limited to, online help screens contained in the JOC System, existing as of the Effective Date and any revisions, supplements, or updates thereto. Documentation does not include anything created by Contracting Entity that may be included in the Documentation.

1.6 Error

With respect to the JOC System, Support Services, Maintenance Services, other Services, or Deliverables, a failure of the JOC System, Support Services, other Services, or Deliverables to conform to its specifications, or with respect to the JOC System, a failure that impairs the performance of the JOC System when operated in accordance with the Agreement.

1.7 Hosted Services

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

1.8 JOC System

The Licensed Software, JOC Book, Support Services, Maintenance Services, all related services, equipment, hosting, and any other item required for the Consultant to deploy and provide the JOC System from its facilities and to Contracting Entity as a "software as a service" or other Licensed Software model, in accordance with this Agreement to fulfil the needs of the JOC Program.

1.9 Licensed Software or JOC Software

Individually each, and collectively all, of the computer programs provided by Consultant under this Agreement (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 Consultant, and Revisions, and any and all programs otherwise provided by Consultant under this Agreement. All Licensed Software and the components thereof will be release versions, and will not be test versions (e.g., alpha or beta test version), unless otherwise agreed to in writing by Contracting Entity.

1.10 Maintenance Services

The provision of maintenance and continued management and operation services for the JOC 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 Consultant to Contracting Entity upon Contracting Entity's request and approval.

1.12 Production Use

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

1.13 Professional Services

Services, including but not limited to, consulting services, additional training and/or customizations, which Consultant may provide upon Contracting Entity's request therefore in the form of Optional Work.

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 Agreement, 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 Consultant under this Agreement, but only to the extent: (i) not inconsistent with any of the foregoing; and (ii) acceptable to Contracting Entity in its sole discretion; and all written and/or electronic materials furnished or made available by or through Consultant regarding the JOC System, including functionality, features, capacity, availability, response times, accuracy, or any other performance or other JOC System criteria or any element of the JOC 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 Consultant to its other customers.

1.16 Services

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

1.17 Subscription Services

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

1.18 Support Services

As defined in Exhibit A (Scope of Services).

1.19 Third Party Product

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

1.19 Users

All Contracting Entity authorized users of the JOC System, including but not limited to Contracting Entity employees and its authorized agents, contractors, subcontractors and consultants.

1.20 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 Consultant under this Agreement. 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 Consultant prior to performance or independent of this Agreement ("Background Intellectual Property") or (b) the JOC System, which includes the Licensed Software and JOC Book, whether created before or after the Effective Date of this Agreement, or any modifications thereto made by Consultant.

2. LICENSED SOFTWARE AND INTELLECTUAL PROPERTY.

2.1 License Grant.

2.1.1 Scope of License.

Subject to the terms and conditions of this Agreement, Consultant grants to Contracting Entity a fully-paid, worldwide, non-exclusive, non-transferable license to use the JOC System and Documentation for Contracting Entity's business purposes and activities ("License") during the Agreement Term, including any Revisions to the JOC System and any new version releases and upgrades to the JOC System. For the purposes of this License Grant, the term "use" as it applies to JOC System means to access, execute, operate, archive and use the JOC System and by an unlimited number of Users for production, support, archival, emergency restart, and disaster recovery purposes. Without limitation of the above, Contracting Entity's business purposes and activities will include making the JOC System available for use to Contracting Entity, and its authorized agents, contractors, subcontractors and consultants. This License shall cover the Contracting Entity, and its Users, and there shall be no additional cost for licensing separately applied by Consultant to Contracting Entity's Users. Consultant shall retain ownership of Consultant's JOC System, which includes the JOC Book and Documentation, but County will be permitted to use the JOC System, JOC Book and Documentation pursuant to the License requirements as set forth in this Agreement.

2.1.2 Documentation.

At no additional charge to Contracting Entity, Consultant will provide or make available to Contracting Entity all Documentation

relating to the JOC System pursuant to a fully-paid, worldwide, non-exclusive, license during the Term of this Agreement for its business purposes. This license does not permit Contracting Entity to allow another consultant on the Contracting Entity's JOC bench to use this Documentation. If the Documentation for the JOC System is revised or supplemented at any time, Consultant will promptly provide or make available to Contracting Entity a copy of such revised or supplemental Documentation, at no additional cost to Contracting Entity. Contracting Entity may, at any time, reproduce copies of all Documentation and other materials provided or made available by Consultant, distribute such copies to Contracting Entity personnel or Contracting Entity designees and users of the JOC System, and incorporate such copies into its own technical and user manuals, provided that such reproduction relates to Contracting Entity's and users' use of the JOC System as permitted in this Agreement, and all copyright and trademark notices, if any, are reproduced thereon. Consultant will provide or make available to Contracting Entity all Documentation in electronic form.

2.1.3 Additional License Restrictions

Upon termination or expiration of this Agreement, unless otherwise provided herein, the License shall terminate, and Contracting Entity will discontinue use of the JOC System and JOC Book, but may maintain any records or materials needed to meet Contracting Entity's public records or audit requirements.

Contracting Entity acknowledges that the unauthorized disclosure of Contractor's JOC System, JOC Book and Documentation may result in irreparable harm to Consultant for which monetary damages would be an inadequate remedy and agrees that disclosure outside of the permitted license grants shall not be made to anyone without receiving the written consent of Consultant. Contracting Entity further acknowledges and agrees to respect the copyrights, registrations and other proprietary rights of Consultant to the JOC System, JOC Book and Documentation, during and after the term of this Agreement.

Upon expiration or termination of this Agreement, Consultant shall provide all Contracting Entity Data in a form accessible by a standard database program such as XML, JSON or CSV, or as may be specified by County.

2.2 Revisions.

2.2.1 Notice of Revisions.

Consultant 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 Contracting Entity previously received and will continue to comply with all of the requirements of this Agreement, and (b) Contracting Entity will be provided, at least sixty (60) days in advance of any such changes and after the first year from the Effective Date of this Agreement, thirty (30) 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 JOC System, including, but not limited to, a failure to comply with the requirements of this Agreement, or compatibility with Contracting Entity's technical, business or regulatory requirements, including, without limitation, hardware, software, or browser configurations, then Contracting Entity 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 Agreement.

2.2.2 Revisions During Term.

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

2.3 Work Product and Background Intellectual Property.

2.3.1 Ownership of Contracting Entity Data.

All Contracting Entity Data, including confidential information provided or made accessible by Contracting Entity to Consultant, is and will remain the property of Contracting Entity. Upon termination or expiration of the Agreement for any reason, or upon Contracting

Entity's written request at any time, the Consultant will provide Contracting Entity, at no additional cost and no later than fifteen (15) calendar days after the termination, expiration or the Contracting Entity's request, any Contracting Entity Data or other proprietary data belonging to the Contracting Entity stored within the JOC System. Such data will be provided to the Contracting Entity on an external media drive in a platform-agnostic format or in any specific format reasonably requested by Contracting Entity. At the Contracting Entity's option, and aside from Contracting Entity's Data that may be used by Consultant pursuant to the license granted below, the Consultant will destroy all originals and copies of all such data, and other related information or documents.

Contracting Entity grants to Consultant a fully-paid, worldwide, non-exclusive, non-transferable and perpetual license to use Contracting Entity's Data in the JOC System for its business purposes.

2.3.2 Ownership of Background Intellectual Property & Licensed Software.

Consultant retains all right, title and interest in and to any such Background Intellectual Property, JOC System, JOC Book, Documentation and Licensed Software whether created before or after the Effective Date of this Agreement (including any modifications thereto made by Consultant). However, to the extent Background Intellectual Property constitutes or is incorporated into Work Product or required for Contracting Entity to fully exploit such Work Product or the JOC System, Consultant hereby grants to Contracting Entity 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 Contracting Entity's business, the Background Intellectual Property constituting or incorporated into the Work Product or otherwise delivered to Contracting Entity in connection with this Agreement, and provided further that the Background Intellectual Property is not separately commercially exploited by Contracting Entity. Any and all Background Intellectual Property which Consultant desires to use hereunder, and which Consultant considers to be proprietary or confidential, must be specifically identified by Consultant to the Contracting Entity's Project Director as proprietary or confidential, and will be plainly and prominently marked by Consultant as "PROPRIETARY" or "CONFIDENTIAL."

2.4 Third Party Product.

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

3. SERVICES.

3.1 Services Generally.

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

3.2 Training.

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

3.3 Support Services and Maintenance Services.

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

4. ACCEPTANCE

4.1 Acceptance Criteria

The JOC 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 Contracting Entity, 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 will be based, at a minimum, on conformance of the JOC System, Services, and Deliverables, to the Specifications. In the event the parties fail to agree upon Acceptance Criteria, the acceptability of the JOC System, Services, Deliverables, and milestones, and the JOC System as a whole, will be based solely on Contracting Entity's reasonable satisfaction therewith.

4.2 Acceptance Tests

When Consultant notifies Contracting Entity that the JOC System has been implemented as required in Exhibit A (Scope of Services) or that a Service, Deliverable, or milestone (if applicable) has been completed, Contracting Entity may, in its sole discretion, elect to test or evaluate the related JOC System, Services, Deliverables, and/or milestones to determine whether they comply in all material respects with the Acceptance Criteria and the JOC 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 Contracting Entity.

For each test, Consultant will provide Contracting Entity testing scenarios consistent with Consultant's best practices for the applicable JOC System, Service, Deliverable, and/or milestone.

4.3 Production Use

The JOC System will be ready for Production Use when the Contracting Entity Project Director, or his/her designee, approves in writing the JOC System for use with the JOC Program.

4.4 Final Acceptance

4.4.1 Conduct Performance Verification

Following successful transitioning of the JOC System to Production Use, Contracting Entity will monitor for Errors and Consultant will

maintain the JOC System in Production Use for a minimum of thirty (30) consecutive days. Upon occurrence of an Error, Consultant will provide Contracting Entity with a diagnosis of the Error and proposed solution(s), and Consultant will correct such Error by re-performance pursuant to, and subject to, the provisions of this Agreement. Contracting Entity and Consultant will 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 Contracting Entity in the use of the JOC System will be subject to the applicable terms under the Agreement as more fully described in Exhibit A (Scope of Services).

4.4.2 Final Acceptance

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

4.5 Failed Testing

- 4.5.1 If the Contracting Entity's Project Director makes a good faith determination at any time that the JOC 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 Contracting Entity's Withholds
- 4.5.2 will promptly notify Consultant in writing of such failure, specifying with as much detail as possible the manner in which the JOC System, Services, Deliverables, and/or milestones failed to pass the applicable Designated Test. Consultant will immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the JOC System, Services, Deliverables, milestones, and/or JOC System as will permit the JOC System, Services, Deliverables, milestones, and/or JOC System to be ready for retesting. Consultant will notify the Contracting Entity's Project Director in writing when such corrections, repairs, and

modifications have been completed, and the applicable Designated Test will begin again. Such procedure will continue until such time as Contracting Entity notifies Consultant in writing either: (i) of the successful completion of such Designated Test.

5. Reserved.

6. Disabling Device

Consultant represents and warrants that Consultant will not intentionally cause any unplanned interruption of the operations of, or accessibility to the JOC 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 Contracting Entity Confidential Information or of causing any unplanned interruption of the operations of, or accessibility of the JOC System or any component to Contracting Entity or any user or which could alter, destroy, or inhibit the use of the JOC System or any component, or the data contained therein (collectively, "Disabling Device(s)"), which could block access to or prevent the use of the JOC System or any component by Contracting Entity or users. Consultant represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any JOC System component provided to Contracting Entity under this Agreement, nor will Consultant knowingly permit any subsequently delivered or provided JOC System component to contain any Disabling Device. In addition, Consultant will prevent viruses from being incorporated or introduced into the JOC System or Revisions thereto prior to the installation onto the JOC System and will prevent any viruses from being incorporated or introduced in the process of Consultant's performance of on-line support.

7. Non-Infringement

To the best of Consultant's knowledge, the JOC System, Services and the Deliverables will not contain defamatory or indecent matter, and Contracting Entity's permitted use of the JOC 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 Agreement. In addition, Consultant also represents and warrants that based on pending actions, claims, disputes, or other information, Consultant has no knowledge of a failure of the JOC System to perform in accordance with the requirements of this Agreement.

9. Assignment of Warranties

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

10. Other Warranties

During the Term of this Agreement, Consultant will not subordinate this Agreement or any of its rights hereunder to any third party without the prior written consent of Contracting Entity, and without providing in such subordination instrument for non-disturbance of Contracting Entity's use of the JOC System (or any part thereof) in accordance with this Agreement. This Agreement and the JOC 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 Consultant's creditors. Contracting Entity is entitled to use the JOC System without interruption. As of the date furnished, no statement contained in writing in the response to the request for proposals for the JOC System contains any untrue statements about the prior experience or corporate description of Consultant, or omits any fact necessary to make such statement not misleading.

11. Maintenance Services

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

12. JOC System Performance Requirements

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

13. Data Destruction

Consultant(s) and Vendor(s) that have maintained, processed, or stored the Contracting Entity' ("Contracting Entity") 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 Contracting Entity, or external to the Contracting Entity's boundaries. The Contracting Entity must receive within ten (10) business days, a signed document from Consultant(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 will certify that any Contracting Entity Data, including confidential information 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 will provide Contracting Entity with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all Contracting Entity Data was destroyed and is unusable, unreadable, and/or undecipherable.

14. Security Breach and Notification

Consultant shall take reasonable steps to immediately remedy any security breach and prevent any further security breach at Consultant's expense in accordance with applicable privacy rights, laws, regulations and standards. Consultant will reimburse Contracting Entity for actual costs incurred by Contracting Entity in responding to, and mitigating damages caused by, any security breach, including all costs of notice and/or remediation. Consultant will also notify the Contracting Entity project manager and Contracting Entity Information Security Officer within seventy-two (72) hours of any suspected security breach.

15. For U.S. Government End Users

The System is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), and more specifically is "commercial computer Platform" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), the System is provided to U.S. Government End Users only as a commercial end item and with only those rights as are granted to all other customers pursuant to the terms and conditions herein.

16. Export Restrictions

The System, Services and related technologies are subject to U.S. export control laws and may be subject to export or import regulations in other countries. Contracting Entity agrees to strictly comply with all such laws and regulations and Contracting Entity acknowledges that it has the responsibility to obtain authorization to export, re-export, or import the System and related technology, as may be required.

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

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

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

1. DEFINITIONS

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

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

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

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

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

a. Information Security Program

The Consultant will maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the Contracting Entity Information covered under this Agreement.

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

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

The Consultant's Information Security Program will:

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

b. Privacy Program

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

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

The Consultant's Privacy Program will include:

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

3. PROPERTY RIGHTS TO CONTRACTING ENTITY INFORMATION

All Contracting Entity Information is deemed property of the Contracting Entity, and the Contracting Entity will retain exclusive rights and ownership thereto. Contracting Entity Information will not be used by the Consultant for any purpose other than as required under this Agreement, nor will such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Consultant, or commercially exploited or otherwise used by, or on behalf of, the Consultant, its officers, directors, employees, or agents. The Consultant may assert no lien on or right to withhold from the Contracting Entity, any Contracting Entity Information it receives from, receives addressed to, or stores on behalf of, the Contracting Entity. Notwithstanding the foregoing, the Consultant may aggregate, compile, and use Contracting Entity Information in order to improve, develop or enhance the System Software and/or other services

offered, or to be offered, by the Consultant, provided that (i) no Contracting Entity Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the Contracting Entity, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Consultant specifically consents to the Contracting Entity's access to such Contracting Entity Information held, stored, or maintained on any and all devices Contactor owns, leases or possesses.

4. CONTRACTOR'S USE OF CONTRACTING ENTITY INFORMATION

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

5. SHARING CONTRACTING ENTITY INFORMATION AND DATA

The Consultant will not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Contracting Entity Information to a third party other than as permitted in this Agreement, for monetary or other valuable consideration.

6. CONFIDENTIALITY

a. Confidentiality of Contracting Entity Information

The Consultant agrees that all Contracting Entity Information marked as "Confidential" along with any Contracting Entity Information that should reasonably be understood as confidential or proprietary, to Contracting Entity shall be treated as Confidential Information.

b. Disclosure of Contracting Entity Information

The Consultant may disclose Contracting Entity Information only as necessary to carry out its obligations under this Agreement, or as required by law, and is prohibited from using Contracting Entity Information for any other purpose without the prior express written approval of the Contracting Entity's contract administrator in consultation with the Contracting Entity's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose Contracting Entity Information, the Consultant will notify the Contracting Entity's contract administrator immediately and prior to any such disclosure, to provide the

Contracting Entity an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

c. Disclosure Restrictions of Non-Public Information

While performing work under the Agreement, the Consultant may encounter Contracting Entity Non-public Information (“NPI”) in the course of performing this Agreement, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as “Internal Use”, “Confidential” or “Restricted” as defined in Board of Supervisors Policy 6.104 – Information Classification Policy as NPI. The Consultant will not disclose or publish any Contracting Entity NPI and material received or used in performance of this Agreement. This obligation is perpetual.

d. Individual Requests

The Consultant will acknowledge any request or instructions from the Contracting Entity regarding the exercise of any individual’s privacy rights provided under applicable federal or state laws. The Consultant will have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the Contracting Entity within seven (7) calendar days. If an individual makes a request directly to the Consultant involving Contracting Entity Information, the Consultant will notify the Contracting Entity within five (5) calendar days and the Contracting Entity will coordinate an appropriate response, which may include instructing the Consultant to assist in fulfilling the request. Similarly, if the Consultant receives a privacy or security complaint from an individual regarding Contracting Entity Information, the Consultant will notify the Contracting Entity as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the Contracting Entity will coordinate an appropriate response.

e. Retention of Contracting Entity Information

The Consultant will not retain any Contracting Entity Information for any period longer than necessary for the Consultant to fulfill its obligations under the Agreement and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Consultant will perform background and security investigation procedures in the manner prescribed in this Exhibit unless the Agreement prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this Exhibit.

To the extent permitted by applicable law, the Consultant will screen and conduct background investigations on all Consultant employees and Subcontractors as appropriate to their role, with access to Contracting Entity Information for potential

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

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

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

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

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

8. SUBCONTRACTORS

The Contracting Entity acknowledges that in the course of performing its services, the Consultant may desire or require the use of goods, services, and/or assistance of Subcontractors. The terms of this Exhibit will also apply to all Subcontractors. The Consultant or Subcontractor will be subject to the following terms and conditions: (i) each Subcontractor must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Consultant to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Agreement including this Exhibit; and (ii) the Consultant will be and remain fully liable for the acts and omissions of each Subcontractor and fully responsible for the due and proper performance of all Consultant obligations under this Agreement. These provisions do not apply to Consultant's cloud service provider, Microsoft Azure, but Consultant will remain responsible for meeting all hosting requirements.

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

9. STORAGE AND TRANSMISSION OF CONTRACTING ENTITY INFORMATION

All Contracting Entity Information will be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Consultant will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store Contracting Entity Information to AES 256 at rest.

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

10. RETURN OR DESTRUCTION OF CONTRACTING ENTITY INFORMATION

The Consultant will return or destroy Contracting Entity Information in the manner prescribed in this Exhibit unless the Agreement prescribes procedures for returning or destroying Contracting Entity Information and those procedures are no less stringent than the procedures described in this Exhibit.

a. Return or Destruction

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

b. Method of Destruction

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

11. PHYSICAL AND ENVIRONMENTAL SECURITY

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

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

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

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

The Consultant must have a continuity policy. This policy must include a geographically separate back-up data center and a formal framework. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer Contracting Entity Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Consultant makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF CONTRACTING ENTITY INFORMATION), all such backups will be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF CONTRACTING ENTITY INFORMATION.

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF CONTRACTING ENTITY INFORMATION, Contracting Entity Information (i) may only be made available and accessible to those parties explicitly authorized under the Agreement; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF CONTRACTING ENTITY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Consultant and approved by the Contracting Entity's Chief Information Security Officer in writing. The foregoing requirements will apply to back-up media stored by the Consultant at off-site facilities.

The Consultant will implement formal procedures to control access to Contracting Entity systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services will be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Consultant will have policies and procedures in place to ensure that unnecessary and/or unused access to Contracting Entity Information is removed in a timely manner;
- d. Applications will include access control to limit user access to Contracting Entity Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Consultant will record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF CONTRACTING ENTITY INFORMATION) must be disposed of or sent off-site for servicing, if any. the Consultant will ensure all Contracting Entity Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF CONTRACTING ENTITY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Consultant will:

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

**Contracting Entity Chief Information Security Officer and Chief Privacy Officer
Email**

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Jeffrey Aguilar

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

Chief Privacy Officer:

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

Departmental Information Security Officer:

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

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

- e. Assist and cooperate with forensic investigators, the Contracting Entity, law firms, and and/or law enforcement agencies at the direction of the Contracting Entity to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the Contracting Entity on any additional disclosures that the Contracting Entity is required to make as a result of the Incident.
- f. Allow the Contracting Entity or its third-party designee to perform an audit of the relevant security documentation of the System, and/or perform non-intrusive and non-authenticated vulnerability scans of the System. .

Notwithstanding any other provisions in this Agreement and Exhibit, The Consultant will be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving Contracting Entity Information caused by the Consultant's negligence, wrongdoing, or lack of Information Security or privacy controls or provisions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

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

16. AUDIT AND INSPECTION

a. Self-Audits

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

The Consultant will have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Consultant will provide the audit results and any corrective action documentation to the Contracting Entity promptly upon its completion at the Contracting Entity's request. With respect to any other report, certification, or audit or

test results prepared or received by the Consultant that contains any Contracting Entity Information, the Consultant will promptly provide the Contracting Entity with copies of the same upon the Contracting Entity's reasonable request, including identification of any failure or exception in the Consultant's Information systems, products, and services, and the corresponding steps taken by the Consultant to mitigate such failure or exception. Any reports and related materials provided to the Contracting Entity pursuant to this Exhibit will be provided at no additional charge to the Contracting Entity.

Further, when not prohibited by regulation, the Consultant will provide to the Contracting Entity a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Consultant or a third party related to handling of Contracting Entity's Data; and (ii) corrective actions or modifications, if any, the Consultant will implement in response to such audits.

b. Contracting Entity Requested Audits

Upon request of the Contracting Entity, Contractor shall permit the Contracting Entity or its authorized third party designee to perform an audit of the relevant security documentation of the application in scope, and/or perform non-intrusive and non-authenticated vulnerability scans of the application in scope or in the alternative, or undergo a third party risk assessment by way of responding to a security due-diligence questionnaire.

EXHIBIT I

**ADDITIONAL PROVISIONS FOR THE LOS ANGELES COUNTY
DEVELOPMENT AUTHORITY (LACDA)**

[APPLICABLE ONLY IF THE CONTRACTING ENTITY IS THE LACDA]

1. SOURCE AND APPROPRIATION OF FUNDS

The Contracting Entity's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development (HUD) and, for the purpose of this Agreement. All funds are appropriated every fiscal year beginning July 1.

In the event this Agreement extends into succeeding fiscal years and funds have not been appropriated, this Agreement will automatically terminate as of June 30 of the current fiscal year. The Contracting Entity will endeavor to notify the Consultant in writing within ten (10) days of receipt of non-appropriation notice.

2. POST MOST WANTED DELINQUENT PARENTS LIST

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is County's and Contracting Entity's policy to strongly encourage all Contractors to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Consultant's place of business. The Child Support Services Department (CSSD) will supply Consultant with the poster to be used.

3. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Consultant will comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States will, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

4. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973

The Consultant will comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States will be excluded from participating in, denied the benefits of, or subject to discrimination under this Agreement on the basis of age or with respect to an otherwise qualified disabled individual.

5. THIS SECTION INTENTIONALLY OMITTED

6. FEDERAL LOBBYIST REQUIREMENTS

The Consultant is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The Consultant must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Consultant will comply with the Lobbyist Requirements.

Failure on the part of the Consultant or persons/subcontractors acting on behalf of the Consultant to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

7. PATENT RIGHTS

Subject to Section 41 of the Agreement, the Contracting Entity will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Agreement.

8. COPYRIGHT

Excluding the Proprietary Information identified in the JOC System License, which Consultant will retain all ownership of and rights thereto, and subject to Section 41 of the Agreement, no other report, maps, or other documents produced in whole or in part under this Agreement will be the subject of an application for copyright by or on behalf of the Consultant. All such documents, except the Background Intellectual Property and Licensed Software as described in this Agreement, become the property of the Contracting Entity and the Contracting Entity holds all the rights to said data.

9. CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification as included in Attachment C – Required Agreement Forms, the Contracting Entity

seeks to ensure that all Contracting Entity contractors that receive or raise charitable contributions comply with California law in order to protect the Contracting Entity and its taxpayers. A Consultant that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

10. CONTRACTOR'S COMPLIANCE WITH THE CONTRACTING ENTITY'S SMOKE FREE POLICY AT ALL HOUSING DEVELOPMENT PROPERTIES

The Consultant represents that it will comply with the Contracting Entity's policy strictly prohibiting smoking on all Housing Authority housing development properties, except at the South Bay Gardens Senior Housing Development located at 230 E. 130th Street, Los Angeles, CA 90061, where smoking is permitted only in a specified open area that is at least 20 feet away from a Housing Authority building and is clearly labeled as a "Smoking Designated Area." The Consultant acknowledges and understands that the Contracting Entity's smoke free policy applies to all residents, guests, visitors, vendors, contractors, and staff.

EXHIBIT J**INDEMNIFICATION AND INSURANCE PROVISIONS****I. Indemnification**

Consultant must indemnify, defend, and hold harmless the County of Los Angeles, the Los Angeles County Development Authority, their Special Districts, Elected Officials, Appointed Officers, Agents, Employees, and Volunteers ("Contracting Entity Indemnitees"), from and against any and all liability including, but not limited to, third-party demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), to the extent arising from the Contractor's actions, omissions, negligence or willful misconduct. This Section I (Indemnification) also must include any and all intellectual property liability, including copyright infringement and similar claims.

II. Reserved**III. General Insurance Requirements**

Without limiting Consultant's indemnification of Contracting Entity, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Consultant must provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and paragraph F of this Section. 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 Consultant pursuant to this Agreement. The Contracting Entity in no way warrants that the Required Insurance is sufficient to protect the Consultant for liabilities which may arise from or relate to this Agreement.

A. Evidence of Coverage and Notice to Contracting Entity

- A certificate(s) of insurance coverage (Certificate) satisfactory to Contracting Entity, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, the Los Angeles County Development Authority, their Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers has been given Insured status under the Consultant's General Liability policy, must be delivered to Contracting Entity at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates must be provided to Contracting Entity not less than

ten days prior to Consultant's policy expiration dates. The Contracting Entity reserves the right to obtain complete, certified copies of any required Consultant and/or Subcontractor insurance policies at any time.

- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Consultant identified as the contracting party in this Agreement. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000 and list any Contracting Entity-required endorsement forms.
- Neither the Contracting Entity's failure to obtain, nor the Contracting Entity's receipt of, or failure to object to a noncomplying insurance certificate or endorsement, or any other insurance documentation or information provided by the Consultant, its insurance broker(s) and/or insurer(s), must be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to:

Los Angeles County Public Works
Business Relations and Contracts Division
P.O. Box 1460
Alhambra, California 91802-1460
Attention: Jairo Flores

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

B. Additional Insured Status and Scope of Coverage

The County of Los Angeles, the Los Angeles County Development Authority, their Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers must be provided additional insured status under Consultant's General Liability policy with respect to liability arising out of Consultant's ongoing and completed operations performed on behalf of the Contracting Entity. The County of Los Angeles, the Los Angeles County Development Authority, their Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers additional insured status must apply with respect to liability and defense of suits arising out of the Consultant's acts or omissions, whether such liability is attributable to the Consultant or to the Contracting Entity. The full policy limits and scope of protection also must apply to the County of Los Angeles, the Los Angeles County Development Authority, their Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, even if they exceed the Contracting Entity'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

Consultant must provide Contracting Entity with, or Consultant's insurance policies will contain a provision that Contracting Entity must receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to Contracting Entity by Contractor at least ten days in advance of cancellation for nonpayment of premium and 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 Agreement, in the sole discretion of the Contracting Entity, upon which the Contracting Entity may suspend or terminate this Agreement.

D. Failure to Maintain Insurance

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

E. Insurer Financial Ratings

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

F. Consultant's Insurance Must Be Primary

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

G. Waivers of Subrogation

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

H. Subcontractor Insurance Coverage Requirements

Consultant must include all Subcontractors as insureds under Consultant's own policies, or must provide Contracting Entity with each Subcontractor's separate evidence of insurance coverage. Consultant must be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and must require that each Subcontractor name the Contracting Entity of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, Volunteers, and Consultant as additional insureds on the Subcontractor's General Liability policy. Consultant must obtain Contracting Entity's prior review and approval of any Subcontractor request for modification of the Required Insurance.

I. Deductibles and Self-Insured Retentions (SIRs)

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

J. Claims Made Coverage

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

K. Application of Excess Liability Coverage

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

L. Separation of Insureds

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

M. Alternative Risk Financing Programs

The Contracting Entity reserves the right to review, and then approve, Consultant use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, the Los Angeles County Development Authority, their Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers must be designated as an Additional Covered Party under any approved program.

N. County Review and Approval of Insurance Requirements

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

IV. Insurance Coverage

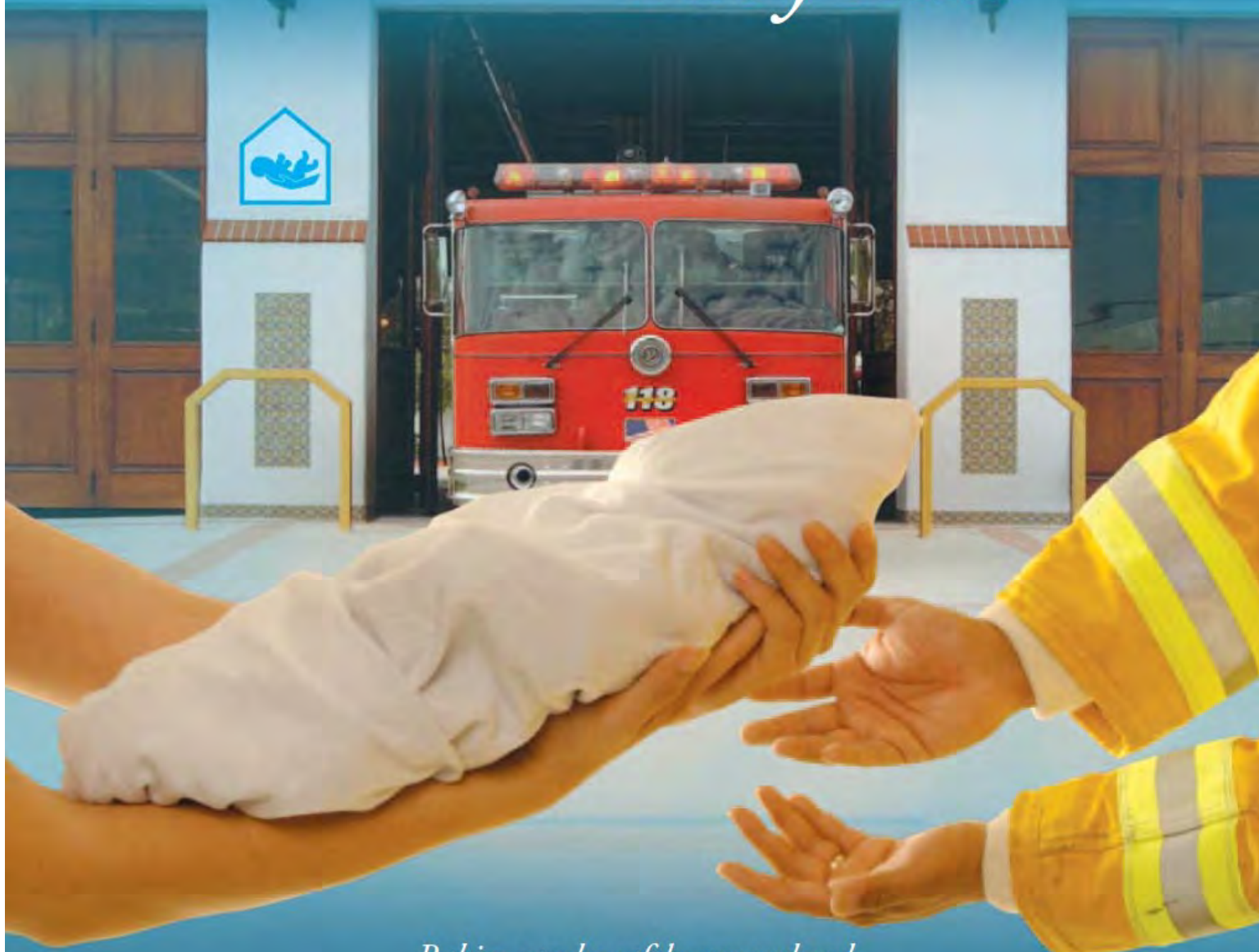
- A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming The County of Los Angeles, the Los Angeles County Development Authority, their Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, 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 must cover liability arising out of Consultant's use of autos pursuant to this Agreement, including owned, leased, hired, and/or nonowned 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 Consultant is a temporary staffing firm or a Professional Employer Organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the Contracting Entity as the Alternate Employer. The written notice must be provided to Contracting Entity at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Consultant's operations, coverage also must be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.
- D. Professional Liability/Errors and Omissions Insurance covering Consultant's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Consultant understands and agrees it must maintain such coverage for a period of not less than three years following this Agreement'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 \$5 million.
- F. Cyber Liability Insurance: The Consultant will secure and maintain cyber liability insurance coverage with limits of \$1 million per occurrence and \$2

million in the aggregate during the term of the Agreement, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of Contracting Entity Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and data/information loss and business interruption; any other liability or risk that arises out of the Agreement. The Consultant will add the Contracting Entity as an additional insured to its cyber liability insurance policy and provide to the Contracting Entity certificates of insurance evidencing the foregoing upon the Contracting Entity's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Consultant's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and Contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from Contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a Contract or agreement with the County.
- B. "County" shall mean the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the Contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended Contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and Contract language.

All solicitations and all new, renewed, extended, and/or amended Contracts shall contain language, which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded Contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new Contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing Contract, and failure to cure the breach within ten days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the Contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new Contract, or renewal, extension or amendment of an existing Contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in

payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following Contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A Contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular Contractor;
3. A purchase made through a State or Federal Contract;
4. A Contract where State or Federal monies are used to fund service-related programs including, but not limited to, voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement;
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process;
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National Contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and intermember with existing supplies, equipment, or systems maintained by the County pursuant to the Los Angeles Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision;

12. A nonagreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual Section P-0900 or a successor provision;
 14. Other Contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County Contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the Contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the Contract; and/or,
 2. Pursuant to Chapter 2.202, seek the debarment of the Contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2024)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Certificate.

Note: You are encouraged to notify all employees whose wages for 2024 are less than \$66,819 that they may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you

must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 3, 2025.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/FormsPubs. Or you can go to www.irs.gov/OrderForms to order it.

How Will My Employees Know if They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the Instructions for Form 1040.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2024 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2024 and owes no tax but is eligible for a credit of \$800, they must file a 2024 tax return to get the \$800 refund.

AGREEMENT FOR JOB ORDER CONTRACT (JOC) SYSTEM AND RELATED CONSULTING SERVICES

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

BY AND BETWEEN

LOS ANGELES COUNTY DEVELOPMENT
AUTHORITY, hereinafter referred to as
"Contracting Entity" or "LACDA",

AND

THE GORDIAN GROUP, INC.,
hereinafter referred to as "Consultant" or
"Contractor".

The parties hereto do mutually agree as follows:

1. Definition

Contracting Entity means the Los Angeles County Development Authority. Other definitions and defined terms are contained in the various Exhibits attached to this Agreement.

2. Consultant's Services

The Scope of Services will be as outlined in Exhibit A (Scope of Services) dated January 2025. As provided in Exhibit A, Consultant will provide an existing JOC System that includes a Construction Cost Catalogue (i.e. JOC Book) and JOC Software, and provide Subscription Services that includes Support Services and Maintenance Services. Consultant's proposal is incorporated herein as a part of this Agreement. In the event that any conflict or inconsistency between this Agreement and Consultant's proposal are found, such conflict or inconsistency will be resolved by giving precedence first to the Agreement and the exhibits and attachments to the Agreement. The Exhibits to this Agreement are as follows:

Exhibit A - Scope of Work

Exhibit A.1 - Functional and Technical Requirements

Exhibit A.2 - Minimum System Requirements

Exhibit A.3 - Acceptance Certificate

Exhibit A.4 - Contract Discrepancy Report

Exhibit A.5 - JOC Workflow
Exhibit B - Schedule of Prices
Exhibit C - Contractor Acknowledgement, Confidentiality, and Copyright
Exhibit D - Contractor Non-Employee Acknowledgment, Confidentiality, and
Copyright Assignment Agreement
Exhibit E - Third Party Products
Exhibit F - Performance Requirements Summary
Exhibit G - Additional Information Technology (IT) Provisions
Exhibit H - Information Security and Privacy Requirements
Exhibit I - Additional Provisions for LACDA
Exhibit J - Indemnification and Insurance Provision
Exhibit K - Safely Surrendered Baby Law Flyer
Exhibit L - Defaulted Property Tax Reduction Program
Exhibit M – Internal Revenue Service Notice

No work will commence on this project until a written Notice to Proceed is issued by Contracting Entity. Contracting Entity does not guarantee or promise that any work will be assigned to Consultant under this Agreement until a written Notice to Proceed is issued by the Contracting Entity. Further, Consultant is not guaranteed any minimum amount of work or business under this Agreement for the JOC Program.

3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to Contracting Entity of the Services described in Section 2 (Consultant Services) above, including receipt and Acceptance of such work by Director of the Contracting Entity of Los Angeles Department of Public Works (hereinafter called Director). The Consultant will be compensated in accordance with the attached Schedule of Prices at Exhibit B for Phase 1 and Phase 2 work. After issuance of a Notice to Proceed by the Contracting Entity, the Consultant will be compensated according to the Schedule of Prices following Acceptance of work. An Agreement year is defined as a one-year period beginning on the execution date of this Agreement and each anniversary thereafter. Mileage is not reimbursable. There will be no additional cost for licensing, access to, or use of the JOC System that is separately applied by Consultant to Contracting Entity's contractors and consultants.

Contracting Entity agrees to pay Consultant at 2.1 percent of the dollar amount of each project work order for the Term (as defined herein) of the Agreement, in accordance with the Schedule of Prices attached to this Agreement as Exhibit B. Contracting Entity does not guarantee any number of project work orders, work or services of any specific monetary amount under this Agreement.

Consultant will invoice Contracting Entity upon the completion of tasks, subtasks, deliverables, and other additional services specified in this Agreement, Scope of

Services, and any change orders, as applicable, and which have been approved in writing by the Contracting Entity.

- a. Monthly payments for the work accomplished shall be made upon verification and Acceptance of such work by Director, as stated in Exhibit A (Scope of Services) and at the rate of 2.10 percent for the entire Term of the Agreement, as set forth in Exhibit B (Schedule of Prices). 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 Contracting Entity's discretion, upon prior written authorization by Director, and will be based on Consultant's Firm Fixed Hourly Rate attached to this Agreement as Exhibit B (Schedule of Prices).
- c. Consultant will not proceed with Professional Services or Optional Work not set forth in the Scope of Services or perform services outside the Agreement Term without an amendment to this Agreement as set forth in Section 49 (Supplemental/Amendment). Consultant will not be paid for any expenditure beyond the Agreement amount stipulated without an amendment to this Agreement.
- d. Consultant will provide access to the JOC System to Contracting Entity contractors and subcontractors at no additional cost.
- e. No Payment for Services Provided Following Expiration/Termination of Agreement: Consultant will have no claim against Contracting Entity for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment it will immediately notify Contracting Entity and will immediately repay all such funds to Contracting Entity. Payment by Contracting Entity for services rendered after expiration/termination of this Agreement will not constitute a waiver of Contracting Entity's right to recover such payment from Consultant. This provision will survive the expiration or other termination of this Agreement.
- f. A Cost of Living Adjustment will not be granted for this Agreement.
- g. Consultant will notify Contracting Entity when Agreement amount has been incurred up to 75% of the Agreement total.
- h. Contracting Entity will retain from each Phase 1 Deliverable payment, if applicable, ten percent (10%) of the payment ("Withhold(s)") as part security for the fulfillment of the Agreement by the Consultant to achieve Final Acceptance of the JOC System.

The Withholds will be payable to the Consultant following Final Acceptance, subject to any adjustment for any amounts arising under this Agreement owed to Contracting Entity by Consultant.

4. Equipment and Supplies

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

5. Contracting Entity's Responsibility

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

6. Contracting Entity's Representative

Director or Director's authorized representative, will represent Contracting Entity in all matters pertaining to the services to be rendered pursuant to this Agreement. Contracting Entity will also designate a project director (Contracting Entity Project Director) and project manager (Contracting Entity Project Manager) to oversee the day to day aspects of the JOC Program.

7. Term

- a. The Term of this Agreement will begin on the date of the Effective Date of this Agreement and allow for Phase I implementation work to occur. Following Final Acceptance of Phase I, the Term of the Agreement will include up to five (5) years in the initial Term to also include Phase II. At the sole discretion of the Contracting Entity, this Agreement may be extended for two (2) one-year option year(s) not to exceed a total Agreement period of seven (7) years (collectively, from the Effective Date through the total contract period of seven (7) years, if exercised by LACDA, the "Term"). No work will proceed until a Notice to Proceed is issued by the Contracting Entity for Phase I and Phase II work.
- b. The Consultant will notify Public Works when this Agreement is within six (6) months from the expiration of the Term as provided for hereinabove. Upon occurrence of this event, the Consultant will send written notification to Public Works at the address herein provided in Section 40 (Notices).
- c. If the Contracting Entity authorizes the Consultant in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not

completed by the stated expiration date, then the expiration of the Agreement will be automatically extended solely to allow for the completion of such services.

8. Assignment and Delegation

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

9. Authorization Warranty

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

10. Budget Reductions

In the event that the Contracting Entity's Board of Supervisors adopts, in any fiscal year, a Contracting Entity Budget which provides for reductions in the salaries and benefits paid to the majority of Contracting Entity employees and imposes similar reductions with

respect to Contracting Entity Contracts, the Contracting Entity reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the Term of this Agreement (including any extensions), and the services to be provided by the Consultant under this Agreement will also be reduced correspondingly. The Contracting Entity's notice to the Consultant regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Consultant will continue to provide all of the services set forth in this Agreement.

11. Compliance with Applicable Law

In the performance of this Agreement, Consultant will comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

12. Compliance with Civil Rights Laws

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

13. Compliance with Jury Service Program

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

a. Unless Consultant, also referred herein as Contractor, has demonstrated to LACDA'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), Consultant will have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

b. For purposes of this Section, Contractor means a person, partnership, corporation

or other entity which has a Agreement with LACDA 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 LACDA, 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 LACDA under the Agreement, the subcontractor will also be subject to the provisions of this Section. The provisions of this Section will be inserted into any such subcontract Agreement and a copy of the Jury Service Program will be attached to the Agreement.

- c. If Consultant is not required to comply with the Jury Service Program when the Agreement commences, Contractor will have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Contractor will 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 will immediately implement a written policy consistent with the Jury Service Program. LACDA may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to LACDA'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 Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Contractor and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

14. Confidentiality

Consultant will maintain the confidentiality of all records and information, proprietary information, software codes, trade secrets, confidential information, etc., whether of Contracting Entity 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, Contracting Entity policies concerning information technology security and the protection of confidential records and information.

Consultant will inform all of its officers, employees, agents, and subconsultants providing services hereunder of the confidentiality provisions of this Agreement.

Consultant will sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement," Exhibit C. Consultant will cause each non-employee performing services covered by this Agreement to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment Confidentiality and Copyright Assignment Agreement," Exhibit D.

15. Conflict of Interest

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

The Consultant will comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the Term of this Agreement. The Consultant warrants that it is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it will immediately make full written disclosure of such facts to the Contracting Entity. Full written disclosure will 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 will be a material breach of this Agreement.

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

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

17. Employees of Consultant

Workers' Compensation: The Consultant understands and agrees that all persons furnishing services to the Contracting Entity pursuant to this Agreement are, for the purposes of Workers' Compensation liability, employees solely of the Consultant. Consultant will bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Contracting Entity under this Agreement.

Professional Conduct: The Contracting Entity does not and will not condone any acts, gestures, comments or conduct from the Consultant's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Contracting Entity will properly investigate all charges of harassment by residents, employees or agents of the Contracting Entity against any and all Consultant's employees, agents or subcontractors providing services for the Contracting Entity. The Consultant assumes all liability for the actions of the Consultant's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Consultant.

18. Contractor Employee Criminal Background Investigation

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

If a member of Consultant's staff does not pass the background investigation, Contracting Entity may request that the member of Consultant's staff be removed immediately from performing services under the Agreement. Contractor will comply with Contracting Entity's request at any time during the Term of the Agreement. Contracting Entity will not provide to Consultant or to Consultant's staff any information obtained through the Contracting Entity's background investigation. Contracting Entity, in its sole discretion, may immediately deny or terminate facility access to any member of Consultant's staff that does not pass such investigation to the satisfaction of the Contracting Entity or whose background or conduct is incompatible with Contracting Entity facility access. Disqualification of any member of Consultant's staff pursuant to this section will not relieve Consultant of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

19. Consultant Responsibility and Debarment

- a. A responsible Consultant 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 Contracting Entity'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 Contracting Entity's policy to conduct business only with responsible Contractors.

- b. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the Contracting Entity Code, if the Contracting Entity acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the Contracting Entity 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 Contracting Entity 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 Contracting Entity.
- c. The Contracting Entity 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 Contracting Entity or a nonprofit corporation created by the Contracting Entity; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the Contracting Entity, any other public entity, or a nonprofit corporation created by the Contracting Entity, 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 Contracting Entity 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 will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 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 will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny or adopt the proposed decision and recommendation of the 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 Contracting Entity 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 Contracting Entity.

- 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

- i. These terms will also apply to subcontractors of Contracting Entity Contractors.

20. Consultant's Acknowledgement of Contracting Entity's Commitment to the Safety Surrendered Baby Law

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

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

Contractor acknowledges that Contracting Entity has established a goal of ensuring

that all individuals who benefit financially from Contracting Entity through Agreement are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon Contracting Entity and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and will during the Term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will 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 will constitute a default by Contractor under this Agreement.

22. Contracting Entity's Quality Assurance Plan

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

23. Contracting Entity Rights

The Contracting Entity may employ, either during or after performance of this Agreement, any right of recovery the Contracting Entity may have against the Consultant 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 Contracting Entity under this Agreement are in addition to any right or remedy provided by California law.

24. Damage to Contracting Entity Facilities, Buildings Grounds

- a. When applicable, the Consultant will repair, or cause to be repaired, at its own cost, any and all damage to Contracting Entity facilities, buildings, or grounds caused by

the Consultant or employees or agents of the Consultant. Such repairs will be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

- b. If the Consultant fails to make timely repairs, Contracting Entity may make any necessary repairs. All costs incurred by Contracting Entity, as determined by Contracting Entity, for such repairs will be repaid by the Consultant by cash payment upon demand.

25. Employment Eligibility Verification

Consultant 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. Consultant will 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. Consultant will retain such documentation for all covered employees for the period prescribed by law.

26. Facsimile/Electronic Representations

The Contracting Entity and the Consultant 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 Agreement, such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

27. Fair Labor Standards

Consultant will comply with all applicable provisions of the Federal Fair Labor Standards Act.

28. Force Majeure

- a. Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's 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 Consultant will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Consultant and such subconsultant, and without any fault or negligence of either of them. In such case, Consultant will 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 Consultant 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 Consultant's failure to perform arises out of a force majeure event, Consultant 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 Agreement will be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder will be exclusively in the Contracting Entity of Los Angeles.

30. Independent Consultant Status

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

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

Consultant will 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 Consultant pursuant to this Agreement.

31. Indemnification and Insurance

The Indemnification and Insurance Provisions are set forth in Attachment 5 (Indemnification and Insurance Provision) of the RFP which will be attached as Exhibit J (Indemnification and Insurance Provision).

32. Liquidated Damages

- a. If, in the judgment of the Director, or his/her designee, the Consultant 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 Consultant'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 Consultant from the Contracting Entity, will be forwarded to the Consultant by the Director, or his/her designee, in a written notice describing the reasons for said action.
- b. If the Director or his/her designee, determines that there are deficiencies in the performance of this Agreement that the Director, or his/her designee, deems are correctable by the Consultant over a certain time span, the Director, or his/her designee, will provide a written notice to the Consultant to correct the deficiency within specified time frames. Should the Consultant fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) Deduct from the Consultant's payment, pro rata, those applicable portions of the Monthly Agreement Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Consultant 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 Consultant will be liable to the Contracting Entity for liquidated damages in said amount. Said amount will be deducted from the Contracting Entity's payment to the Consultant; and/or (c) Upon giving five (5) days notice to the Consultant for failure to correct the deficiencies, the Contracting Entity may correct any and all deficiencies and the total costs incurred by the Contracting Entity for completion of the work by an alternate source, whether it be Contracting Entity forces or separate private Consultant, will be deducted and forfeited from the payment to the Consultant from the Contracting Entity, as determined by the Contracting Entity.
- a. The action noted in this Section will not be construed as a penalty, but as adjustment of payment to the Consultant to recover the Contracting Entity cost due to the failure of the Consultant to complete or comply with the provisions of this Agreement.

- b. This Section will not, in any manner, restrict or limit the Contracting Entity's right to damages for any breach of this Agreement provided by law or as specified in Section b above, and will not, in any manner, restrict or limit the Contracting Entity's right to terminate this Agreement as agreed to herein.
- e. In addition to the above, Public Works may use Exhibit F, Performance Requirements Summary, to evaluate Contractor's performance. Please note, should an inconsistency be determined between the Scope of Work, Liquidated Damages, and the Performance Requirements Summary (Exhibit F), the higher service level in the judgment of Public Works will prevail.

33. CARD

LACDA maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether LACDA will exercise an Agreement Term extension option.

34. Nondiscrimination and Affirmative Action

- a. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- b. The Consultant will certify to, and comply with, the provisions of Consultant's EEO Certification.
- c. The Consultant will 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 will 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 Consultant 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 Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political

affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

- f. The Consultant will allow Contracting Entity representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Section when so requested by the Contracting Entity.
- g. If the Contracting Entity finds that any provisions of this Section have been violated, such violation will constitute a material breach of this Agreement upon which the Contracting Entity may terminate or suspend this Agreement. While the Contracting Entity reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the Contracting Entity that the Consultant has violated the anti-discrimination provisions of this Agreement.
- h. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Agreement, the Contracting Entity will, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

35. Non Exclusivity

Nothing herein is intended nor will be construed as creating any exclusive arrangement with the Consultant. This Agreement will 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 Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party will, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

37. Notice of Disputes

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

38. Notice to Employees Regarding the Federal Earned Income Credit

Consultant will notify its employees, and will 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 will be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

39. Notice to Employees Regarding the Safely Surrendered Baby Law

The Consultant will notify and provide to its employees, and will 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 how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

The Consultant acknowledges that LACDA places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is LACDA's policy to encourage all County Consultants to voluntarily post the County's, A Safely Surrendered Baby Law poster, in a prominent position at the Consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used.

40. Notices

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

CONTRACTING ENTITY

Los Angeles County Development Authority
Linda Jenkins, Contracting Officer
700 West Main Street
Alhambra, CA 91801
(626) 586-1758

CONSULTANT

The Gordian Group, Inc.
Attn: Legal Department
30 Patewood Drive, Suite 350
Greenville, SC 29615
(800) 874-2291

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

41. Ownership of Contracting Entity Materials and Contracting Entity Data

- a. Except for preexisting materials created before the Effective Date of this Agreement, Consultant and Contracting Entity agree that all materials, including but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising,

software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of Deliverables, and any other materials or information developed under this Agreement 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, with the exception of the Consultant's JOC System, Software, JOC Book and non-customized portions of the training materials for the JOC System are and/or will be the sole property of Contracting Entity (hereafter collectively, "Contracting Entity Materials"). Further, all data entered into the System for Contracting Entity JOC work, and any other Contracting Entity data (collectively, "Contracting Entity Data"), will be the sole and exclusive property of the Contracting Entity. Consultant hereby assigns and transfers to Contracting Entity all Consultant's right, title and interest in and to all such Contracting Entity Materials developed under this Agreement. Consultant will retain ownership of Contractor's JOC System, Software, JOC Book and non-customized portions of the training materials, but County will be permitted to use these items pursuant to the license in Paragraph 2.0 of Exhibit G (Additional Information Technology (IT) Provisions).

Notwithstanding such Contracting Entity ownership in the Contracting Entity Materials, Consultant may retain possession of working papers and materials prepared by Consultant under this Agreement. During and for a minimum of five years subsequent to the Term of this Agreement, Contracting Entity will 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. Consultant will execute all documents requested by Contracting Entity and will perform all other acts requested by Contracting Entity to assign and transfer to, and vest in Contracting Entity, all Consultant's right, title and interest in and to the Contracting Entity Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Agreement. Contracting Entity will have the right to register all applicable copyrights, trademarks and patents in the name of the Contracting Entity of Los Angeles. Further, Contracting Entity will have the right to assign, license, or otherwise transfer any and all Contracting Entity's rights, title and interest, including, but not limited to copyrights, trademarks, and patents, in and to the Contracting Entity Materials.
- c. Consultant represents and warrants that the Contracting Entity Materials prepared

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

- d. Consultant will affix the following notice to all Contracting Entity Materials: "© Copyright 2025 (or such other appropriate date of first publication), Contracting Entity of Los Angeles. All Rights Reserved." Consultant will affix such notice on the title page of all images, photographs, documents and writings, and otherwise as Contracting Entity may direct.
- e. Contracting Entity will also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all Contracting Entity Materials resulting from this Agreement. Contracting Entity will however, honor requests by Consultant seeking removal of all acknowledgment and/or attribution language relating to the Consultant, should Consultant no longer wish to receive attribution for its work on the Contracting Entity Materials.
- f. If directed to do so by Contracting Entity, Consultant will place the Contracting Entity name and Contracting Entity logo on Contracting Entity Materials developed under this Agreement. Consultant may not, however, use the Contracting Entity name and Contracting Entity logo on any other materials prepared or developed by Consultant that falls outside the scope of this Agreement.

42. Prohibition Against Inducement or Persuasion

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

43. Prohibition from Participation in Future Solicitation(s)

Neither Consultant nor any subsidiary of or subcontractor to Consultant will participate in any way in any future solicitation conducted by Contracting Entity that includes or is based upon any solicitation document that is developed as a result of the services rendered by Consultant under this Agreement. As this prohibition applies to subcontractors of the Consultant, Consultant will notify any subcontractors providing services under this Agreement of this prohibition before they commence

work under this Agreement. Any response to a solicitation submitted by Consultant or by any subsidiary of or subcontractor to Consultant in violation of this provision will be rejected by Contracting Entity. This provision will survive the expiration or other termination of this Agreement.

44. Public Records Act

- a. Any documents submitted by the Consultant; all information obtained in connection with the Contracting Entity's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Record Retention and Inspection/Audit Settlement Section of this Agreement; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of the Contracting Entity. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary," as well as any proprietary materials subject to Contractor's JOC System License. The Contracting Entity will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- b. In the event the Contracting Entity 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 Consultant agrees to defend and indemnify the Contracting Entity from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

45. Publicity

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

- b. The Consultant may, without the prior written consent of Contracting Entity, indicate in its proposals and sales materials that it has been awarded this Agreement with the Contracting Entity of Los Angeles, provided that the requirements of this Section will apply.

46. Record Retention and Inspection/Audit Settlement

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

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

Consultant from the Contracting Entity, whether under this Agreement or otherwise. If such audit finds that the Contracting Entity's dollar liability for such work is more than the payments made by the Contracting Entity to the Consultant, then the difference will be paid to the Consultant by the Contracting Entity by cash payment, provided that in no event will the Contracting Entity's maximum obligation for this Agreement exceed the funds appropriated by the Contracting Entity for the purpose of this Agreement.

47. Recycled Bond Paper

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

48. Subcontracting

- a. The requirements of this Agreement may not be subcontracted by the Consultant without the advance approval of the Contracting Entity. Subcontractors listed in the Consultant's Proposals are approved by Contracting Entity, unless otherwise indicated by Contracting Entity. Any attempt by the Consultant to subcontract without the prior consent of the Contracting Entity may be deemed a material breach of this Agreement.
- b. If the Consultant desires to subcontract, the Consultant will provide the following information promptly at the Contracting Entity'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 Contracting Entity.
- c. The Consultant is responsible for the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Consultant employees, and will require its Subcontractor(s) to defend, indemnify and hold harmless the Contracting Entity, and to carry appropriate levels of insurance with Contracting Entity being named as an additional insured.
- d. The Contracting Entity does not have contractual privity with the Subcontractor. The Consultant will remain fully responsible for all performances required of it under this Agreement, including those that the Consultant has determined to subcontract. Consultant will remain fully responsible for services rendered by any Subcontractor pursuant to a subcontract between the Consultant and Subcontractor.

- e. The Consultant will be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the Contracting Entity's consent to subcontract.
- h. The Consultant will obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the Contracting Entity from each approved Subcontractor. The Consultant will ensure delivery of all such documents to:

Los Angeles County Development Authority
Linda Jenkins, Contracting Officer
700 West Main Street
Alhambra, CA 91801
(626) 586-1758

before any Subcontractor employee may perform any work hereunder.

49. Supplemental/Amendment

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

50. Termination for Breach of Warranty to Maintain Compliance with Contracting Entity'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, will constitute default under this Agreement. Without limiting the rights and remedies available to LACDA under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be

grounds upon which LACDA may terminate this Agreement pursuant to Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

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" will constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice will be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

52. Termination for Convenience

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

53. Termination for Default

- a. The Contracting Entity may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of Contracting Entity's Project Director:
 - Consultant has materially breached this Agreement; or
 - Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the Contracting Entity may authorize in writing) after receipt of written notice from the Contracting Entity specifying such failure.

- b. In the event that the Contracting Entity terminates this Agreement in whole or in part as provided in this Section, the Contracting Entity may procure, upon such terms and in such manner as the Contracting Entity may deem appropriate, goods and services similar to those so terminated. The Consultant will be liable to the Contracting Entity for any and all excess costs incurred by the Contracting Entity, as determined by the Contracting Entity, for such similar goods and services. The Consultant will continue the performance of this Agreement to the extent not terminated under the provisions of this sub-Section.
- c. Except with respect to defaults of any Subcontractor, the Consultant will not be liable for any such excess costs of the type identified in above sub-Section if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the Contracting Entity 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 Consultant. 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 Consultant and Subcontractor, and without the fault or negligence of either of them, the Consultant will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Consultant 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 Contracting Entity has given notice of termination under the provisions of this Section, it is determined by the Contracting Entity that the Consultant 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 will be the same as if the notice of termination had been issued pursuant to Termination for Convenience Section.
- c. The rights and remedies of the Contracting Entity provided in this Section will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

54. Termination for Improper Consideration

Contracting Entity may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any Contracting Entity 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 Consultant's performance pursuant to the Agreement. In the event of such termination, Contracting Entity will be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

Consultant will immediately report any attempt by a Contracting Entity officer or employee to solicit such improper consideration. The report will be made either to Contracting Entity manager charged with the supervision of the employee or to Contracting Entity 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 Contracting Entity may terminate this Agreement forthwith in the event of the occurrence of any of the following: 1) Insolvency of the Consultant. The Consultant will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code; 2) The filing of a voluntary or involuntary petition regarding the Consultant under the Federal Bankruptcy Code; 3) The appointment of a Receiver or Trustee for the Consultant; or 4) The execution by the Consultant of a general assignment for the benefit of creditors.
- b. The rights and remedies of the Contracting Entity provided in this Section will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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

57. Termination For Non-Appropriation of Funds

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

58. Time Off for Voting

The Consultant will notify its employees and will 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 Consultant and subconsultants will 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.

59. 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 LACDA through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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

60. Validity

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

61. Waiver

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

62. Warranty Against Contingent Fees

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

63. Safety Standards and Accident Prevention

The Consultant will comply with all applicable federal, state and local laws governing safety, health and sanitation. The Consultant will provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Agreement.

64. Compliance with the County Policy of Equity

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

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

Contracting Entity, 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 with the Contracting Entity will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

The Consultant will 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.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

At any time during the duration of the Agreement, Consultant may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

66. Compliance with Contracting Entity's Zero Tolerance Human Trafficking

Contractor acknowledges that the Contracting Entity 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 Contracting Entity will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Agreement. Contracting Entity 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 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

67. Additional Information Technology (IT) Provisions

Exhibit G, Additional IT Provisions are incorporated into this Agreement. It is currently attached as Attachment 2 (Additional Information Technology (IT) Provisions) to the RFP. Consultant will also comply with Exhibit H, Information Technology and Privacy Requirements, which is currently attached as Attachment 3 (Information Technology and Privacy Requirements).

68. Additional Provisions for LACDA

Exhibit I, Additional Provisions for Los Angeles County Development Authority, will be incorporated into this Agreement.

69. Compliance with Fair Chance Employment Practices

Contractor will 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 Agreement may constitute a material breach of the Agreement. In the event of such material breach, Contracting Entity may, in its sole discretion, terminate the Agreement.

70. Severability

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same will be deemed severable from the remainder of this Agreement and will in no way affect, impair or invalidate any other provision contained herein. If any such provision will be deemed invalid due to its scope or breadth, such provision will be deemed valid to the extent of the scope or breadth permitted by law.

71. Interpretation

No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if drafted by both parties hereto.

72. Entire Agreement

This Agreement constitutes the entire Agreement between Contracting Entity and Consultant and may be modified only by further written Agreement between the parties hereto.

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IN WITNESS WHEREOF, the Contracting Entity has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of the Department of Public Works, and the Consultant 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.

LOS ANGELES COUNTY
DEVELOPMENT AUTHORITY

THE GORDIAN GROUP, INC.

By _____
Executive Director

By _____
President

By _____
Secretary

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Behnaz Tashakorian
Principal Deputy County Counsel

EXHIBIT A

SCOPE OF SERVICES

**JOB ORDER CONTRACT (JOC) SYSTEM
AND RELATED CONSULTING
SERVICES**

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EXHIBITS TO SCOPE OF SERVICES

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EXHIBIT A.5 – DPW JOC Contracting Process

1.0 **INTRODUCTION**

1.1 **Introduction**

A Job Order Contract (JOC) is a flexible, cost-effective unit price contracting method used for maintenance, repair, and refurbishment of infrastructure and facilities of the County of Los Angeles (County) and the Los Angeles County Development Authority (LACDA) (each separately "Contracting Entity", or collectively "Contracting Entities"). For the County, its user departments in the JOC Program include the Department of Public Works, Internal Services Department, and the Department of Parks and Recreation. The volume of contracts issued in the JOC Program for each Contracting Entity is summarized below:

Contracting Entity	Estimated # of JOC Contracts Issued Yearly	Total Dollar Value of JOC Contracts
County of Los Angeles	71	\$346 Million
LACDA	15-20	\$87 Million

The Contracting Entity's management and implementation of the JOC Program is enhanced through the use of specialized software (hereinafter "JOC System" or "System") and related consultant services that include conducting market research to determine local prevailing costs for construction equipment, materials, and labor for vertical construction, horizontal construction, general work, and demolition; preparing and updating detailed Price Catalog/Technical Specifications that include unit prices and technical specifications; maintaining project control and estimating software; and providing technical support as needed.

Unless otherwise specified as an obligation of County or LACDA, Consultant 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 Agreement.

Exhibit A.5 (JOC Workflow) contains a flow chart that provides certain background on the JOC Program workflow. The JOC System will provide a consolidated view of JOC contracts and associated construction projects that are entered into the System. The Contracting Entities are seeking a JOC System that has the ability to allow for smarter, faster and more creative operating efficiencies, enhanced reporting, monitoring, long-term quality decisions and analytical capabilities based on the requirements enclosed.

Federally Funded Work

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

For federally funded work, the Contract Manager will, before assigning work to the Contractor, verify that the Contractor is not listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects. For your reference, a List of Debarred Contractors by U.S. Department of Labor's (DOL) Office of Federal Contract Compliance Programs (OFCCP) may be obtained by going to the following website: <https://sam.gov/content/home>.

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

If the Contractor is **not** listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, Public Works may offer said Contractor the federally funded work.

The Contractor is required to verify that its subcontractors are not listed on the governmental exclusions in the SAM, before assigning federally funded work to its subcontractors.

1.2 Project Scope

Consultant shall deliver the following as required by the Agreement, including this Scope of Services:

- Provide electronic Price Catalog and Technical Specifications.
- Provide existing Web Hosted Software that is configured to meet the County's requirements and form the JOC System that is compatible with the electronic Price Catalog/Technical Specifications, and that will allow users to access the electronic Price Catalog/ Technical Specifications.
- Generate all JOC System outputs for the duration of the Agreement, including forms and letters, reports, and data extracts, with such outputs being customizable by the Contracting Entity to meet the various needs of the Contracting Entity, including revisions to template documents and reports.
- Host multiple feedback sessions with the Contracting Entity, implement changes, and provide training.
- Provide full time staff support for each Contracting Entity.

The JOC Consultant Services will consist of Phase I and Phase II. Phase I will consist of providing JOC unit price book/Technical Specifications and the configured JOC System that is a web hosted software program, along with support staff for the JOC Program. Upon Consultant achieving Final Acceptance for the JOC System and Contracting Entity's acceptance of Phase I, the Consultant may receive a notice to proceed (NTP) to Phase II. Phase II will consist of support staff and subscription services, which will include maintenance services, for the Price Catalog/Technical Specifications and JOC System, as indicated below:

Phase I (JOC System) consists of two modules:

- Module 1 – Price Catalog and Technical Specifications
- Module 2 – JOC Software as a Service Program (JOC System)

Phase II (Support System) consists of Support Staff and Maintenance Services supporting the JOC System.

2.0 **GENERAL REQUIREMENTS**

This Section provides certain background on Consultant and place of performance, and the specified methods for managing and delivering the tasks, Deliverables, goods, Services and other work described in the SOS.

2.1 Contracting Entity Resources

Contracting Entity will provide the following:

Contracting Entity JOC Team will provide leadership and support for the JOC Consultant Services project described in this SOS ("JOC Consultant Services") to include monitoring the JOC program project progress against the Contracting Entity-approved Consultant's Project Schedule timelines and milestones, project costs, and project risk assessment. Contracting Entity JOC Team will help identify and solicit Contracting Entity resources, oversee periodic external project management audits, approve any plans related for transition to production and monitor that transition, and serve as the final escalation point for project issues.

Contracting Entity's Project Director has the responsibilities described in Section 6 (Contracting Entity's Representative) of the Agreement, and also: Oversee the JOC Consultant's day-to-day activities; monitor Consultant performance of the Agreement; coordinate activities between Contracting Entity staff on the Contracting Entity Project Team and Consultant staff on the Consultant Project Team on a regular basis; acceptance of all deliverables and other work under Section 4.0 (Acceptance) of Attachment 2 (Job Order Contract-Additional Information Technology (IT) Provisions) of the Agreement; and Provide direction and serve as liaison to Consultant in areas relating to policy, information, and procedural requirements.

Contracting Entity's Project Manager has the responsibilities of receiving all documents, requests, reports, and information regarding this project. The Contracting Entity's Project Manager assists the Contracting Entity's Project Director with ensuring that tasks are defined and understood by the Consultant. The Contracting Entity's Project Manager will track and give the Consultant guidance and instructions to complete the Deliverables.

Contracting Entity Staff on the Contracting Entity JOC Team, consisting of the aforementioned staff, is responsible for certain project activities, as determined by Contracting Entity's Project Director, including working with Consultant staff, providing certain subject matter expertise and additional resources for workgroups, requirements validation, testing, and review of Deliverables and other work.

2.2 Consultant Resources: Key Staff

Consultant shall provide the following Consultant key staff, which shall be part of Consultant's project management team. All proposed staff

must perform and render all Services within the continental United States:

Consultant Project Director shall be a full-time employee of Consultant responsible for Consultant's overall performance of the Agreement and shall have the authority to commit resources of Consultant to address all needs and requirements addressed in this Agreement.

Consultant's Project Manager shall be a full-time employee of Consultant and shall be assigned full-time on-site at the Project Office or other location(s) approved by Contracting Entity's Project Director for this Agreement. Consultant Project Manager shall report directly to Consultant Project Director. Consultant's Project Manager shall serve as the primary point-of-contact between Contracting Entity's Project Director and Consultant. Consultant's Project Manager is responsible for the overall day-to-day management and coordination to ensure that all Deliverables and other requirements are completed successfully and that all Agreement dates are met.

Access to County data shall be limited only to Consultant or Service Provider's personnel to perform work necessary as defined in the scope of services. County's Project Manager shall be notified in writing of any third-party which the Contractor is required to share County data. The notification shall address what type of information/data is being shared and how the program participants can "opt-out".

2.3 Deliverable Acceptance Criteria (General)

Consultant shall develop Consultant's Project Schedule as part of Deliverable 1.1 (Project Control Document (PCD) that defines the schedule of Deliverables, identifying any dependencies between Deliverables that require Contracting Entity approval of one or more prior Deliverables. Once this schedule is approved, unless otherwise authorized in writing by Contracting Entity's Project Director, Deliverables must be approved by Contracting Entity's Project Director according to this schedule prior to Consultant beginning work on any subsequent Deliverables.

If Consultant begins work on the next scheduled Deliverable without receiving Contracting Entity's Project Director approval, Consultant does so at Consultant's sole risk, including Contracting Entity right to withhold payment pursuant to Section 3 (Consideration) of the Agreement. In general, Contracting Entity requires a minimum of ten (10) business days to review each Deliverable, with a corresponding ten (10) business days resolution period for Consultant to correct any Deficiencies regarding the Deliverable. However, Consultant acknowledges and

agrees that some Deliverables may require a more extensive review and resolution and will be notified by Contracting Entity of a time-frame for review. Contracting Entity reserves the right to extend any review of any deliverable.

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

Consultant shall submit each Deliverable to Contracting Entity in an electronic copy format in the Microsoft Office Suite in a Contracting Entity-specified version. Contracting Entity's right to approve all Deliverables and other work, as set forth in Section 4.0 (Acceptance) of Attachment 2 (Job Order Contract-Additional Information Technology (IT) Provisions) of the Agreement, shall not be limited in any way by the contents of any prior approved Deliverable by Contracting Entity.

3.0 SCOPE OF SERVICES

3.1 TASK 1: PROJECT ADMINISTRATION

Consultant shall provide full project management, planning, monitoring, supervision, tracking, and control for all project activities during the term of the Agreement, which includes Phase 1 and Phase 2. Consultant shall employ project management standards and practices, including Integration Management, Scope Management, Time Management, Cost Management, Quality Management, Human Resource Management, Communications Management, Risk Management and Procurement Management, in the performance of all work.

3.1.1 Subtask 1.1: Project Initiation

Consultant shall perform the following work in this Subtask:

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

Consultant shall deliver and present Deliverable 1.1, PCD to Contracting Entity at a meeting within thirty (30) days of the Effective Date of Board approval. Approval by Contracting Entity's Project Director of Deliverable 1.1, PCD must occur before any further work under the Agreement may continue. At Contracting Entity's Project Director's request, from time-to-time during the term of the Agreement, Consultant shall provide an updated PCD.

As part of Deliverable 1.1, PCD, Consultant shall include the initial version of Consultant's Project Schedule, developed in Contracting Entity-specified version of Microsoft Project (or such other project management software as approved in advance by Contracting Entity's Project Director). In Consultant's Project Schedule, Consultant shall identify the time required to complete all tasks and subtasks. Within ninety (90) days after the Effective Date, Consultant shall prepare and submit Deliverable 1.2 (Incoming Orientation Plans) to provide appropriate knowledge transfer from the Contracting Entity to Consultant regarding existing functionality and business processes.

Contracting Entity will review Deliverable 1.2 (Incoming Orientation Plans) with Consultant to verify its completeness. Consultant shall revise Deliverable 1.2 (Incoming Orientation Plans), as appropriate, following the joint review with Contracting Entity. Consultant shall incorporate all orientation activities into Consultant's Project Schedule.

3.1.1.1 Deliverable 1.1: Project Control Document (PCD)

Consultant shall provide the PCD which shall include:

1. All work described in this SOS and elsewhere in the Agreement;
2. An approach to completing all work, including a work breakdown structure (WBS) with task and subtask descriptions, associated Deliverables, and resource requirements;
3. Consultant's Project Schedule shall include:
 - A. All Deliverables, including those referenced in Exhibit B (Pricing Schedule);
 - B. All tasks, subtasks, Deliverables and other work;
 - C. Start date and date of completion for each Deliverable, task, subtask, and other work;

- D. Proposed Contracting Entity review period for each Deliverable; and
 - E. Proposed milestones;
4. Identification of all Consultant Key Staff, including those described in Section 2.2 (Consultant Resources);
 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 prior to being approved. The change management process may vary from item to item, as determined by Contracting Entity's Project Director.

3.1.1.2 Deliverable 1.2: Incoming Orientation Plans

Consultant shall provide an Incoming Orientation Plan for JOC System. The Incoming Orientation Plan for JOC System shall include:

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

3.1.2 Subtask 1.2: Ongoing Project Administration

Consultant shall perform ongoing project administration during the term of the Agreement, which shall include:

1. Manage all Consultant staff, including Subconsultant staff,

assigned to the project;

2. Coordinate with other Contracting Entity departments, or external agencies, as appropriate;
3. Manage issues raised by Contracting Entity and documented in bi-weekly status reports;
4. Provide planning and direction in accordance with the Contracting Entity approved PCD, ensuring that proper project management controls exist and are in use;
5. Provide change management;
6. Provide routine and realistic assessments of progress as targeted in Consultant's Project Schedule;
7. Implement quality assurance measures that allow the delivery of high quality, effective Deliverables to Contracting Entity;
8. Manage all Consultant supplied facilities directly related to the project;
9. Participate in the Deliverable review/resolution process for all Deliverables;
10. Provide updated copies of the PCD, including Consultant's Project Schedule, which incorporates only Contracting Entity -approved variances from the current Contracting Entity -approved PCD; and

Consultant Project Director shall submit bi-weekly (every two weeks) status reports in a Contracting Entity -specified format to Contracting Entity's Project Director throughout the term of the Agreement. The first bi-weekly status report shall be due to County's Project Director fourteen (14) days after the Effective Date, with subsequent reports due every other Tuesday thereafter for the term of the Agreement. Consultant shall compare actual progress for the preceding bi-weekly period with current County-approved Consultant's Project Schedule and discuss any variances and work scheduled for the following period. In each bi-weekly status report, Consultant shall include:

1. Consultant Project Director Name;

2. Consultant Name;
3. Reporting period start and stop dates;
4. Date of report;
5. Highlights of the reporting period;
6. Tasks, subtasks and other work completed during the reporting period which were not scheduled;
7. Tasks, subtasks, and other work completed during the reporting period which were scheduled;
8. Tasks, subtasks, and other work started during the reporting period;
9. Tasks, subtasks, and other work in progress during the reporting period;
10. Tasks, subtasks, and other work scheduled for completion during the reporting period which were not completed;
11. Activities for the next reporting period;
12. Issues identified during that reporting period;
13. Issues resolved during that reporting period;
14. Corrections to the prior bi-weekly status report;
15. Meetings scheduled for the next reporting period; and
16. Any other items requested by County's Project Director.

Consultant's Project Director shall attend bi-weekly status meetings with County's Project Director to review any issues, and the status of Consultant's Project Schedule. Consultant shall deliver an updated PCD and include an indication of any variance from the current County-approved Consultant's Project Schedule affecting the project's schedule, resources, or impacting the project's critical path. All variances shall be presented to County's Project Director for approval at the bi-weekly status meeting or as directed by County's Project Director. Consultant shall send an updated copy of the PCD incorporating only County-approved variances to County's

Project Director for approval no later than twenty-four (24) hours prior to any subsequent bi-weekly status meeting.

3.1.2.1 Deliverable 1.3: Ongoing Project Administration

Consultant shall provide ongoing project administration to include:

1. JOC System bi-weekly status reports; and
2. Updates to the PCD, including Consultant's Project Schedule.

3.2 TASK 2 – MODULE 1 - PRICE CATALOG AND TECHNICAL SPECIFICATIONS

Consultant shall provide and maintain a Price Catalog and Technical Specifications which includes a comprehensive database containing each of the individual construction tasks and their corresponding unit process based on the Construction Specification Institute (CSI) Master format. Unit prices in the Price Catalog will be specifically on current market conditions in the county of Los Angeles for labor, equipment, and materials for vertical construction, horizontal construction, demolition, general work, and special construction consisting of historical restoration, work in secure prison facilities, and work in hospitals requiring Office of Statewide Health Planning and Development review and inspections.

3.2.1 MODULE 1 – Price Catalog and Technical Specifications

Consultant shall provide, maintain, update, and customize a comprehensive set of Technical Specifications or make reference to the most current edition of the Standard Specifications for Public Works Construction ("Green Book") at County's discretion for each of the construction tasks that are listed in the Price Catalog. The Price Catalog and Technical Specifications shall include, but not be limited to, the following:

1. Consultant shall maintain and update pricing in the Price Catalog including researching and adding new items (items previously not priced, on an as-needed basis, at no additional cost). The unit price for a Non-Pre-priced item shall be researched and generated within a time period as agreed upon with County, in the same manner as a pre-priced item. Each unit price shall contain the direct labor, equipment, and material costs necessary to accomplish that individual task for installation and demolition. Price Catalog line items shall be broken down by quantities and

task specific modifiers. Each line item will be broken down to the level of detail required by the County.

At a minimum each line item shall contain the following information:

- A. Item name
 - B. Item description
 - C. Unit of Measure
 - D. Price
2. Consultant shall update crew composition and local productivity factors for each of the construction tasks in the Price Catalog on a regular basis, at no additional cost. Consultant is responsible for maintaining the accuracy of the Price Catalog which includes:
- A. Maintain the integrity of the CSI numbering system
 - B. Improve line item task descriptions
 - C. Add new line item tasks as requested by County
 - D. Remove outdated line item tasks that are no longer used or available
 - E. Review for accuracy of items
 - F. Monitor local area pricing
 - G. Incorporate current construction practices and materials
 - H. At the request of the County, publish a new unit price book for each JOC Solicitation by the County, incorporating all updates and pricing.
3. Consultant shall provide regular maintenance of the customized Technical Specifications including, but not limited to, the following:
- A. Develop new specifications for newly added tasks
 - B. Incorporate current construction practices, standards and materials
 - C. At the request of the County, publish new Technical Specifications and unit prices for each additional JOC solicitation by the County incorporating all updates. adopted prices that will be used for the duration of the contract.
4. Consultant shall provide the Price Catalog and Technical Specifications with the approved Price Catalog and Technical Specifications on compact disk (CD) in a printable electronic format on an as-needed basis and provide one (1) print copy of

approved Price Catalog and Technical Specifications at the request of the County. Each job order unit price book shall remain the same once it is adopted and approved by the Board of Supervisors. The adopted unit price book assigned to a contract shall keep the original

4.1. Verification of Prices for Each Requested Unit Price Book

The Consultant must provide certification from a third-party cost estimator that all line items are current with market conditions and contain accurate pricing for Los Angeles County. The cost estimator must have a minimum of 5 years of experience including one or more of the following certifications: American Society of Professional Estimators - Certified Professional Estimator (CPE); International Cost Estimating & Analysis Association (ICEAA) – Certified Cost Estimator/Analyst (CCEA); and AACE International - Certified Estimating Professional (CEP). The certification will be requested on an as needed basis or for each updated unit price book requested by the County.

The Consultant must provide a report indicating which unit price items have been updated. The report must include but not limited to the following: line-item number, line-item description, original amount, revised amount, percentage difference, added line items, deleted line items, etc. The report will be requested on an as needed basis or for each updated unit price book requested by the County.

3.3.1.1 Deliverable 2.1: Price Catalog and Technical Requirements

Consultant shall provide the Price Catalog and Technical Specifications, and all related work, as outlined in this section.

3.2.2 MODULE 1 – Analysis and Verification of Price Catalog and Technical Specifications

1. County shall conduct a thorough analysis of Consultant's Price Catalog and Technical Specifications to verify data to be reasonable and within current industry and market conditions. The analysis and verification may consist of using the Consultant's Price Catalog and Technical Specifications to prepare mock cost proposals using sample project(s) frequently carried out by the County.
2. Upon request of the County, Consultant shall provide County all supporting data for verification and validation of prices in the Price

Catalog and Technical Specifications.

3. County shall review and provide final acceptance of the Price Catalog and Technical Specifications prior to its use.

3.2.2.1 Deliverable 2.2

Consultant shall provide Contracting Entity all supporting data for verification and validation of the Price Catalog and Technical Specifications for sample projects conducted during the analysis and verification process conducted by the County.

TASKS 3 THROUGH 10 – MODULE 2 JOC System

The following remaining Tasks describes the work that the Consultant shall perform as it relates to the JOC System.

- Task 3 – Requirements Verification and Analysis
- Task 4 – JOC System Design
- Task 5 – JOC System Configuration and Development
- Task 6 – JOC System Testing
- Task 7 – Training
- Task 8 – Implementation and Go Live
- Task 9 – Contract Discrepancy Report
- Task 10 – Outgoing Transition Services

Consultant shall work collaboratively with key stakeholders, including Users as defined in Section 1.19 (Users) of Attachment 2 (Additional Information Technology (IT) Provisions), County and LACDA who will interact with the JOC System. Consultant will update Deliverables, as needed, for each Phase on which it receives a notice to proceed.

3.3 TASK 3: REQUIREMENTS VERIFICATION AND ANALYSIS:

Consultant shall perform the following work during this Task 3:

1. Plan Task 3 with County and other stakeholders; and
2. Analyze and verify all JOC System functional and technical requirements.

3.3.1 Subtask 3.1: Planning for Requirements Verification

Consultant, working in conjunction with County designated stakeholders, shall plan the schedule for the activities in Task 3 (Requirements

Verification and Analysis). The planning shall include the development of schedules and locations for the appropriate analysis and meetings with County and others approved by County, as well as identification of the key participants for each meeting.

3.3.1.1 Deliverable 3.1: Requirements Verification Schedule

Consultant shall provide the Requirements Verification Schedule that describes the proposed number of meetings, names of anticipated participants, proposed agenda(s), and updates to Consultant's Project Schedule. The updates to Consultant's Project Schedule will include the detailed activities, schedule, and resources required for completing Task 3 (Requirements Verification and Analysis).

3.3.2 Subtask 3.2: Analyze and Verify the JOC System Requirements

Consultant shall conduct a thorough verification of all functional and technical requirements. Consultant shall validate all functional and technical requirements and verify that all requirements have been identified. As a result of this subtask, Consultant shall establish a complete set of JOC System baseline functional and technical requirements that will serve as the basis for JOC System design and development. Consultant shall accomplish this by completing the following steps:

1. Reviewing the Agreement with Exhibit A.1 (System Requirements);
2. Conducting any indicated clarification sessions with County staff and County-specified key Users of the JOC System to ensure a common understanding of the requirements; and
3. Requesting additional information, as appropriate, to ensure a thorough understanding of the requirements.

Consultant shall record all functional and technical requirements in the requirements traceability and verification tool. Consultant shall ensure that:

1. Additional documentation, such as clarifications, details, and/or examples that help more thoroughly define a requirement, shall be attached to the appropriate requirement(s); and
2. All Requirements Traceability Matrix links between each unique functional, and technical requirement and other related functional

and technical requirements, including Exhibit A.1 (System Requirements), documents (e.g., clarifications or examples), or other Deliverables.

Consultant shall prepare Deliverable 3.2 (System Requirements Document (SRD)), summarizing Consultant's analysis and verification of the functional, and technical requirements, including any impacts to the proposed JOC System design concept and its related requirements, specifications and components prior to initiating design. This document shall serve as the foundation for future design and development.

Consultant shall prepare Deliverable 3.3 (Requirements Traceability Matrix and Report) that includes any unresolved traceability issues. Deliverable 3.3 (Requirements Traceability Matrix and Report) shall be used to ensure that all technical requirements can be clearly traced to the business or functional requirements that they must support. Consultant shall use County business processes, workflows, terminology and nomenclature wherever possible. The Requirements Traceability Matrix and Report can also be used to ensure that all proposed JOC System business logic can be traced to the supporting business need or County objective. This matrix will be used as a quality assurance tool throughout the JOC System design and development process and shall be updated by Consultant as needed for subsequent activities.

3.3.2.1 Deliverable 3.2: System Requirements Document (SRD)

Consultant shall provide a SRD that shall document the complete set of verified functional and technical requirements for the JOC System, describing in detail what the JOC System must do and other attributes the JOC System must have in order to provide and support all services.

3.3.2.2 Deliverable 3.3: Requirements Traceability Matrix and Report

Contractor shall provide a Requirements Traceability Matrix and Report to establish that all links for each functional and technical requirement, as set forth in Exhibit A.1 (System Requirements), to other supporting requirements, including Exhibit A.1 (System Requirements), documents (e.g., clarifications or examples), or other Deliverables, have been successfully documented. Contractor shall also indicate any unresolved traceability issues.

3.4 TASK 4: JOC SYSTEM DESIGN

Consultant shall provide a JOC System design based on Deliverable 3.2 (SRD) and Deliverable 3.3 (Requirements Traceability Matrix and Report). The design shall be documented in the JOC System Design Document and include the following considerations:

- Assumptions, limitations, and constraints.
- Hosted Environments. Consultant shall define and document the various hosted environments (e.g., Test, Staging, Production, Reporting, etc.) used throughout the contract term. Documentation shall include a description of each hosted environment and maintenance-related processes (replication, etc.) for non-production environments. The JOC System shall include a minimum of two (2) hosted environments.
 - Test – the environment to facilitate JOC System testing or validation before changes are deployed to the Production environment.
 - Production – the environment where the live, operational version of the JOC System is deployed and accessed by end-users.
- JOC System Architecture. Consultant shall develop the JOC System's architectural design and identify all technologies and components, including third-party products, used in the JOC System.
- Functional Design. Consultant shall develop the functional design of each requirement listed on Deliverable 3.2 (SRD). The functional design shall include the requisite data fields, data flows, business logic, and user interface specifications.
- Customizations. If customizations are required to meet County's requirements, Consultant shall define the sustainable approach for JOC System customizations and identify all customizations. All customizations shall be part of the JOC System and are subject to the terms of this agreement throughout the Contract term.

3.4.1.1 Deliverable 4.1: JOC System Design Document

Consultant shall provide the JOC System Design Document as required in this Task 4.

3.5 TASK 5: JOC SYSTEM CONFIGURATION AND DEVELOPMENT

Upon County's approval of Deliverable 4.1 (JOC System Design Document), Consultant shall provision, set up, configure, and customize (when applicable) the JOC System per Deliverable 4.1 (JOC System Design Document).

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

3.5.1.1 Deliverable 5.1: Working System, configured based on the JOC System Design Document.

Consultant shall deliver the configured system as required in this Task 5.

3.6 TASK 6: JOC SYSTEM TESTING

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

Consultant shall:

1. Develop a detailed test plan that defines the approach to testing, including methodologies, techniques, and tools to be used and, at minimum, shall include the following:
 - a. Functional testing, addressing all requirements listed in Deliverable 3.2.1 (System Requirements Document).
 - b. Stress testing, measuring system performance under heavy usage to validate meeting performance targets. Consultant shall perform performance analysis and tuning until performance targets are met or as agreed to by County.
 - c. User Acceptance Testing (UAT), describing the use cases and UAT processes. Consultant shall collaborate with County to define the use cases for each user type.
 - d. Testing environments with a description and purpose for each environment (test and production, etc.). Consultant shall provide testing environments unless stated otherwise by County.
 - e. Test tools that will be utilized. Consultant shall provide all testing tools unless stated otherwise by County.
 - f. Test participants and their roles during the test process.
 - g. Test schedule, detailing the timeline for performing the tests, aligned to the project schedule.
 - h. Reporting and issue resolution process, which describes how issues will be reported and resolved.
 - i. Exit criteria that must be met before testing can be considered complete to proceed with Task 8: Implementation and Go-Live. Consultant shall collaborate with County to define the exit criteria.
2. Prepare and provide all materials needed to conduct testing, such as test scripts, tools, and environments.
3. Execute the test plan.
4. Document and present all test results in a report to County

that shall include, but not be limited to, the following:

- a. Functional, stress, and user acceptance test results indicating successful completion of all tests.
- b. Test issue and resolution logs.

Deliverable 6.1: Test Plan, as required in this Task 6.

Deliverable 6.2: Test Materials. Consultant shall deliver test scripts, test tools, and test environment.

Deliverable 6.3: Test Completion Report, as required in this Task 6.

3.7 TASK 7: TRAINING

Consultant shall deliver training to all JOC System Users and provide knowledge transfer to designated County staff. Consultant shall:

- Develop a detailed User Training Plan identifying the strategy and approach for training all System Users. The User Training Plan shall include, but not be limited to, the following:
 - Training topics.
 - List of all training materials that will be developed and delivered. All training materials shall reflect the configurations and workflows specific to the County.
 - Training methods such as classroom or instructor-led training, self-paced computer-based training, and/or online or e-learning/webinars.
 - Training schedule.
- Develop and deliver all training materials necessary to conduct user training.
- Conduct training for all JOC System Users.
- Prepare a Monitoring and Operations Guide, which includes practices specific to County's configurations and workflows for JOC System Administrators to monitor and operate the System effectively.

Deliverable 7.1: Training Plan, as required in this Task 7.

Deliverable 7.2: Training Materials (hardcopy and electronic formats), as required in this Task 7.

Deliverable 7.3: Training Log, listing the dates and attendees in which training was provided.

Deliverable 7.4: Monitoring and Operations Guide, as required in this Task 7.

3.8 TASK 8: IMPLEMENTATION AND GO-LIVE

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

- Meet with County to identify Go-Live requirements and constraints and develop a detailed Go-Live Plan which identifies the steps and activities to deploy the JOC System to all System Users for live, production use. The Go-Live Plan shall include, but is not limited to, the following:
 - Go-Live team and responsibilities.
 - Go-Live schedule with dates and times for each Go-Live activity.
 - Pre-Go-Live Activities, outlining all tasks that need to be completed before Go-Live.
 - Go-Live Methodology, including the rationale behind the chosen methodology.
 - Communication plan such as notification to System Users, stakeholders, and support teams.
 - Backup, rollback procedures, and decision points in case critical issues are encountered during the Go-Live process.
 - Post-Go-Live activities immediately following Go-Live such as monitoring system performance and post-Go-Live testing.
- Conduct a minimum of three (3) Go-Live simulations. After each Go-Live simulation, Consultant shall prepare, submit, and review a simulation report with County, which summarizes the outcome of the Go-Live simulation and includes information such as observations, issues encountered, resolutions applied, and lessons learned. Consultant shall adjust the Go-Live Plan based on lessons learned from each simulation.
- Execute the Go-Live Plan.
- Immediately following the Go-Live, Consultant shall submit a Go-Live Completion report and conduct a Post-Go-Live review with County to assess the success of the Go-Live. The Go-Live report shall include, but not be limited to, the following:
 - Activities completed.
 - Outcomes.
 - Observations during the Go-Live process.
 - Follow-up actions or steps to be taken post-Go-Live.

Deliverable 8.1: Go-Live Plan, as described in this Task 8.

Deliverable 8.2: Three (3) Go-Live Simulation Reports, as described in this task 8.

Deliverable 8.3: Go-Live Completion Report, as described in this Task 8.

Deliverable 8.4: Final Acceptance Certification

Consultant shall provide the Final Acceptance Certification, certifying: (i) successful completion of implementation and that Consultant has

completed all work necessary for the JOC System to be available for Production Use by all Users; (ii) Deficiencies identified by Consultant or County during Phase 1 (JOC System) have been corrected by Consultant in accordance with this SOS; (iii) corrections of such Deficiencies have been approved by County's Project Director; (iv) following County's Project Director's approval of all such corrections, the JOC System has performed for thirty (30) consecutive days in compliance with the Specifications, including all performance requirements and (v) providing a technical requirements validation report confirming that all technical requirements described in Exhibit A.1 (System Requirements) were verified in the production environment and accepted by the County's IT Staff. The Certification shall also document the review with County of Deliverable 8.3 (Go-Live Completion Report), including agenda, attendees, action items and supporting documentation.

County requires thirty (30) days to approve this Deliverable 8.4. County approval of this Deliverable 8.4 shall signify Final Acceptance of the JOC System by County.

Consultant shall provide an updated PCD, Requirements Traceability Matrix, JOC System Training Plans, and any other applicable documents.

3.9 TASK 9: CONTRACT DISCREPANCY REPORT (EXHIBIT A.4)

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

The County Contract Project Director will determine whether a formal Contract Discrepancy Report in the form attached hereto as Exhibit A.4 shall be issued. Upon receipt of this document, the Consultant is required to respond in writing to the County Contract Project Director within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Director within five (5) business days.

3.9.1 Subtask 9.1: Adherence to Contract Discrepancy Report

Consultant is responsible for the resolution of all discrepancies as listed in the Contract Discrepancy Report (CDR).

3.9.1.1 Deliverable 9.1: Contract Discrepancy Report

Consultant shall respond to the CDR with its action plan.

3.9.1.2 Deliverable 9.2: Contract Discrepancy Report Update

Consultant shall consult County to update the CDR as it remedies the discrepancy and/or modify the CDR accordingly.

3.9.1.3 Deliverable 9.3: Contract Discrepancy Report Completion

Consultant shall comply with the CDR to complete the discrepancy.

3.10 TASK 10: OUTGOING TRANSITION SERVICES

The objective of this task is to provide County with the services required to successfully transition the System to another product/platform or new provider and ensure there will be continuity in service as the System transitions to the new platform or service provider.

The Contractor shall provide the following transition services, to either transition the County's data to another product, or the hosting platform to a new provider, in the event: (1) the proposed Agreement term has ended; or (2) the Contractor is in default of any obligation and requirement or the Contractor's work or performance is determined by the County to be defective, sub-standard, or if audit exceptions are identified, and the County finds the Contractor in breach of contract.

The required transition services include:

1. Complete a thorough assessment of the status and priority of all:
 - a. Current work activities;
 - b. Risks and issues;
 - c. Deliverables;
 - d. Configuration;
 - e. Integrations;
 - f. Development items;
 - g. Environments;
 - h. Staffing.
2. Develop, in cooperation with the County, the Outgoing Transition Services Plan that will guide the transfer of responsibilities and work activities. The Outgoing Transition Services Plan will include, at a minimum:

- a. Schedule;
- b. Milestones;
- c. Costs Impacts;
- d. Work Activities;
- e. Assigned Personnel;
- f. Completion Criteria for all Items in the Assessment.

Furthermore, to the extent that transition services are required for any mandatory or optional hosting elements described in the Scope of Work, the Contractor shall provide relevant transition services to support the move from the existing hosting environment to another hosting environment or County facility, as appropriate.

Contractor shall carry out the activities described in Task 10. Deliverables shall be reviewed and approved, in writing, by the County Project Manager and County Project Director.

3.10.1.1 Deliverable 10.1: Outgoing Transition Services Plan

Contractor will provide the Outgoing Transition Services Plan as required in this Task 10.

3.10.1.2 Deliverable 10.2: Transition Services

Contractor will provide the Transition Services as required in this Task 10.

4.0 DELIVERABLE SUMMARY

This Section 4 provides a summary of all Deliverables for Phase 1 (JOC System) as detailed in the sections above. County requirements for due dates are specified. As part of Consultant's Project Schedule, Consultant shall provide a proposed schedule for the submission of all Deliverables to County in accordance with County requirements.

PHASE 1 (JOC SYSTEM) DELIVERABLES:

Table 1: Deliverables for Task 1 – Project Administration

Del. #	Para.	Deliverable Name	Due Date
1.1	3.1.1.1	Project Control Document (PCD)	Effective Date + 30 days
1.2	3.1.1.2	Incoming Orientation Plans	Effective Date + 90 days
1.3	3.1.2.1	Ongoing Project Administration	In PCD

Table 2: Deliverables for Task 2 – Price Catalog and Technical

Specifications

Del. #	Para.	Deliverable Name	Due Date
2.1	3.3.1.1	Price Catalog and Technical Specifications	TBD
2.2	3.2.2.1	Consultant shall provide Contracting Entity all supporting data for verification and validation of the Price Catalog and Technical Specifications for sample projects conducted during the analysis and verification process conducted by the Contracting Entity.	TBD

Table 3: Deliverables for Task 3 – Requirements Verification and Analysis

Del. #	Para.	Deliverable Name	Due Date
3.1	3.3.1.1	Requirements Verification Schedule	In PCD
3.2	3.3.2.1	System Requirements Document (SRD)	In PCD
3.3	3.3.2.2	Requirements Traceability Matrix and Report	In PCD

Table 4: Deliverable for Task 4 – JOC System Design

Del. #	Para.	Deliverable Name	Due Date
4.1	3.4.1.1	JOC System Design Document	In PCD

Table 5: Deliverables for Task 5 – JOC System Configuration and Development

Del. #	Para.	Deliverable Name	Due Date
5.1	3.5.1.1	Working System, configured based on the JOC System Design Document	In PCD

Table 6: Deliverables for Task 6 – JOC System Testing

Del. #	Para.	Deliverable Name	Due Date
6.1	3.6	Test Plan	In PCD
6.2	3.6	Test Materials	In PCD
6.3	3.6	Test Completion Report	In PCD

Table 7: Deliverables for Task 7 – Training

Del. #	Para.	Deliverable Name	Due Date
7.1.	3.7	Training Plan	In PCD
7.2	3.7	Training Materials	In PCD
7.3	3.7	Training Log	In PCD
7.4	3.7	Monitoring and Operations Guide	In PCD

Table 8: Deliverables for Task 8 – Implementation and Go-Live

Del. #	Para.	Deliverable Name	Due Date
8.1	3.8	Go-Live Plan	In PCD
8.2	3.8	Three (3) Go-Live Simulation Reports	In PCD
8.3	3.8	Go-Live Completion Report	In PCD
8.4	3.8	Final Acceptance Certification	In PCD

Table 9: Deliverables for Task 9 – Contract Discrepancy Report

Del. #	Para.	Deliverable Name	Due Date
9.1	3.9.1.1	Contract Discrepancy Report	Completion of Task 9
9.2	3.9.1.2	Contract Discrepancy Report Update	Completion of Task 9
9.3	3.9.1.3	Contract Discrepancy Report Completion	Completion of Task 9

Table 10: Outgoing Transition Services Plan

Del. #	Para.	Deliverable Name	Due Date
10.1	3.10.1.1	Outgoing Transition Services Plan	In PCD
10.2	3.10.1.2	Transition Services	In PCD

5.0 **PHASE II SUPPORT SERVICES**

5.1 Support Staff

Consultant shall provide Support Staff that will be fully responsible for assisting the Contracting Entity with use of the Price Catalog, and Technical Specifications and JOC System. Support Staff shall, during

the term of the Agreement, report directly to the Contracting Entity at its designated premises during the hours of 6:45 a.m. to 5:30 p.m., Pacific Time, Monday – Thursday. Support Staff shall be available to assist Contracting Entity, 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, Consultant shall provide 24-hour email and phone support service include off hours and weekends, 365 days per year, so that complaints, problems or inquiries can be received at all times. County Entities reserves the right to request additional staff from the Consultant to ensure that work is completed in a timely manner.

The Support Staff shall meet the following requirements:

1. Support Staff shall act as a central point of contact with Contracting Entity 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 Consultant on all matters relating to the daily operation of the System, Price Catalog and Technical Specifications, and JOC Program.
3. Support Staff must be able to effectively communicate in English both orally and in writing.
4. Support Staff shall support the Contracting Entity's JOC program with training in the areas specified by the Contracting Entity.
5. Provide a "hands on" training program to include a comprehensive training/reference manual with sample work orders, flow charts, and forms. Conduct as many training courses as required to ensure that Contracting Entity staff is fully trained to use the web hosted software, Price Catalog, and Technical Specifications. The Consultant will provide training on an as-needed basis for County employees, Contractors, and third-party cost estimators. The training courses shall include practical exercises that will be based on actual Contracting Entity projects. The JOC training program, comprised of multiple training sessions, shall be structured to the specific needs of the audience. The training courses will stress practical application of the concept and contracts and shall include the following:
 - A. Project identification and development
 - B. Joint scope meetings
 - C. Project scope development
 - D. Proposal development and preparation

- E. Proposal review and variance resolution
 - F. Process of adding non-pre-priced items
- 6. Assist with interpretation of the Price Catalog.
- 7. Resolve Price Catalog issues.
- 8. Manage revisions to the Price Catalog, including, but not limited to, request for new line items, verifying pricing and adding the items to the unit price book via the non-pre-price amendment.
- 9. Support Staff shall attend and facilitate Contracting Entity's JOC program meetings on an as needed basis. Such meetings shall include but not be limited to the following:
 - A. At request of Contracting Entity, prepare and conduct orientation briefings for client departments and other interested parties.
 - B. Attend appropriate Contracting Entity meetings and conferences as requested by Contracting Entity.
 - C. Coordinate the JOC program with various Contracting Entity Departments as well as other Local, State, Federal agencies as requested by the Contracting Entity.
 - D. Organize and manage a series of conferences to promulgate general operating and organizational concepts.
 - E. Conduct informational seminars for local groups, as requested.
- 10. At the Contracting Entity's request, Support Staff shall assist with developing and implementing the Contracting Entity's JOC Program policies and procedures which shall include but not be limited to the following:
 - A. Assist Contracting Entity in developing draft internal procedures and policies for the JOC Program. These procedures shall incorporate all applicable Federal, State and County laws, regulations and policies, including those of FEMA.
 - B. Document the final JOC execution procedures and policies.
 - C. Assist Contracting Entity in incorporating appropriate safeguards into the execution procedures for the prevention of fraud, waste, and abuse.
 - D. Coordinate the proposed execution of policies and procedures with Federal and State officials, when appropriate.

- E. Assist with preparing reports regarding the JOC program.
11. At the Contracting Entity's request, Support Staff shall assist with monitoring and managing the performance of the JOC program which shall include, but not be limited to, the following:
 - A. Monitor program performance, as requested
 - B. Identify and consult on major program issues
 - C. Integrate successful experiences from other agencies using JOC Conduct annual on-site reviews of the JOC Program, as requested
 - D. Prepare program evaluations, as requested
 - E. Assist the Contracting Entity in conducting periodic reviews of the concepts, performance and effectiveness of the JOC Program.
 - F. Develop documentation and statistics regarding elements of the concepts execution. Document this information for senior management review and evaluation.
 12. At the Contracting Entity's request, Support Staff shall assist with bidding new JOC contracts, which shall include but not be limited to the following:
 - A. Conduct pre-bid meetings with potential Consultants.
 - B. Assist with bid review and JOC Consultant selection, as requested.
 - C. Provide JOC specification packets and bid forms in a form as requested by the Contracting Entity.
 13. 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.
 14. Consultant shall assign adequate staffing and resources to provide the scope of services under this agreement. Should the demand for services by the County Entities increase, the number of Consultants staff may increase, without additional compensation from the County. Resumes of Consultant's staff shall be reviewed and approved by the Contracting Entity.
 15. Consultant shall be required to background check their On-Site Support Staff employee(s) as set forth in Article 18, Consultant employee Criminal Background Investigation, of the Agreement.
 16. The purchase of all materials/equipment to provide the needed

services is the responsibility of the Consultant. Consultant shall use materials and equipment that are safe for the environment and safe for use by employees.

17. Consultant shall provide the Support Services as outlined in this Section. If applicable, the Contracting Entity shall monitor the daily attendance and activities of the On-Site Support Staff.
18. When needed and requested, the Consultant shall provide technical and administrative support staff on the Contracting Entity's premises to assist in implementing its JOC Program.

5.2 Maintenance Services

Consultant shall provide maintenance and continued management and operation services for the JOC System at the start of the Effective Date of this Contract and throughout the Term of the Agreement, as described herein ("Maintenance Services"), at no additional cost:

1. JOC System Performance Requirements:

Consultant represents, warrants, covenants and agrees that: (a) the JOC System shall meet the System Availability requirements as further specified herein; and (b) the JOC 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 purpose of the correction of Deficiencies and other Contracting Entity 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 point six percent (99.6%)
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:

System Availability

System Availability shall be calculated as follows:

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

Response Time Monitoring

Consultant shall implement and maintain a method to monitor Response Time. In the event Contracting Entity reports any Response Time Deficiency in any month, Consultant 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. Consultant shall provide Contracting Entity a written report with respect to the month summarizing the results of Consultant's Response Time monitoring.

REMEDIES

General

Credits shall accrue for Unscheduled Downtime in accordance with the Service Credits set forth in Section 5.2 below, including Consultant's 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 JOC System has a Deficiency that is unresolved by Consultant, excluding Scheduled Downtime.

Service Credits

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

a. 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. Consultant shall provide all goods, services and other work necessary in order to maintain the JOC System to ensure performance in accordance with the requirements of this Contract. As part of Maintenance Services, Consultant shall (a) correct any and all errors, including compatibility issues among JOC System components themselves and/or among JOC System components (b) provide updates and version releases to the JOC System, (c) provide operational support for the JOC System, and (d) provide training, training materials and other implementation support for JOC System updates and version releases. Consultant shall provide Contracting Entity 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. Consultant shall provide continued provision of Contracting Entity requested customizations and enhancements to the JOC System (e.g., work associated with developing functional improvements of the JOC System and work associated with development of new application functionality and major enhancements of the JOC System as a result of changes in Contracting Entity/program requirements). Consultant shall provide Contracting Entity 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 Consultant's use of its own tools or as discovered by Contracting Entity or Consultant. Upon discovery of an Error by Contracting Entity, Contracting Entity will report the Error to Consultant's Help Desk or otherwise during Support Hours via telephone or as otherwise directed in writing by Consultant for resolution in accordance with Contract. If an Error of Severity Level 1 or 2 is identified by Consultant, Consultant shall notify Contracting Entity at the first available opportunity during Contracting Entity's business day.

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

B. Error Level Definitions

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

Table 1.0	
Description of Error	Resolution Time Requirement (subject to escalation by CONTRACTING ENTITY)
Widespread JOC System unavailability; or Error disrupts functionality to the extent the JOC System cannot be used.	SEVERITY LEVEL 1: CRITICAL Two (2) hour, beginning when Contracting Entity reports the Error to Consultant or upon discovery of Error by Consultant, whichever occurs first.
A problem that severely degrades the performance of the JOC System or materially restricts business; or restricts the use of one or more features of the JOC System to perform necessary business functions but does not completely restrict usage of the JOC System; or ability to use the JOC System, but an important function is not available and operations are severely impacted.	SEVERITY LEVEL 2: SEVERE Eight (8) hours, beginning when Contracting Entity reports the Error to Consultant or upon discovery of Error by Consultant, whichever occurs first.

A problem that causes only a minor impact on the use of the JOC 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 Contracting Entity reports Error to Consultant or upon discovery of Error by Consultant, whichever occurs first.
Cosmetic defects that do not affect the functionality, but affect the general look and feel of the JOC System.	SEVERITY LEVEL 4: COSMETIC Earlier of (a) the next Version Release or (b) within twelve (12) months of when Contracting Entity reports Error to Consultant or upon discovery of Error by Consultant, whichever occurs first.

C. Resolution of Errors

Consultant shall either resolve or escalate an Error reported by Contracting Entity in accordance with the time frames set forth above.

D. Escalation

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

E. Resolution

Consultant 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 Contracting Entity notifies Consultant of such Error by telephone or otherwise, or upon discovery of Error by

Consultant, whichever occurs first, and shall end when Consultant submits resolution of such Error to Contracting Entity for approval thereof, provided such resolution is thereafter so approved by Contracting Entity without prior rejection by Contracting Entity or significant delay in Contracting Entity's approval thereof.

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

Consultant shall assign a Consultant technical support team member to diagnose and determine the course of action to resolve Errors. Consultant shall maintain ongoing communication with Contracting Entity regarding the status of correction of all Errors reported or discovered. In addition, Contracting Entity may contact Consultant 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, Contracting Entity shall assess a Five Thousand Dollar (\$5,000) credit per day until the Error is successfully resolved.

Deliverable Consultant shall provide the Maintenance Services as outlined in this Section to the satisfaction of the Contracting Entity.

5.3 Optional Services

If requested in writing by the County and mutually agreed upon, the Contractor shall provide Optional Work to the County, provided sufficient funds are available for such Optional Work. Optional Work may include Proposal Reviews, customizations, integrations, migration, or additional subscription services. The products of Optional Work may become part of the System, as applicable, and shall be subject to the County's written approval in accordance with the terms of the Contract.

Upon the County's request, the Contractor shall submit to the County for approval a not-to-exceed Maximum Fixed Price (based on the Firm Fixed Hourly Rate in Form PW-2) and a proposed scope of services for Optional Work.

Service Organization Control (SOC) 2 Type 2 Report

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

EXHIBIT A.1

FUNCTIONAL AND TECHNICAL REQUIREMENTS

FUNCTIONAL REQUIREMENTS RESPONSE FORM

Proposer Name: Gordian							
2.1 General Functional Requirements							
2.1.1 General Processing							
Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
1	The JOC Software shall be user-friendly, including in presentation, navigation, and other ease of use features.	X					
2	The JOC Software shall provide an electronic contract record with access to both current and historical JOC Software data.	X					
3	The JOC Software shall provide rules based on data entry to prevent duplication and inconsistencies in JOC Software data.		X				There are some rules based data entry that are inherent in the system.
4	The JOC Software shall provide field-level and cross- field validation upon completion of data entry by user and immediately display appropriate corrective instructions for the related field.	X					
5	The JOC Software shall provide screen-level validation and display a summary list of corrective instructions for each field with erroneous data for the entire screen.	X					
6	The JOC Software shall perform batch processing updates without affecting the performance of the JOC Software.	X					
7	The JOC Software shall allow real-time access to all contract records, based on Contracting Entity- specified delegated authority.	X					
8	The JOC Software shall support online real-time processes.	X					
9	The JOC Software shall provide the ability for Contracting Entity- specified users to send broadcast messages to all users or groups of users.					X	
10	The JOC Software shall provide the ability to send email notifications and/or notes to users and other designated recipients based on business rules.					X	
11	The JOC Software shall have search capabilities across multiple displays, reports, contract, and project types.	X					

2.1 General Functional Requirements							
2.1.2 Display							
Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
12	The JOC Software shall provide an efficient pathway to view detailed JOC Software contract data from summary screens.		X				Custom Reports can provide this ability.
13	The JOC Software shall include the ability to present multiple views of contract information, depending on the roles and responsibilities of the Contracting Entity-specified user and Construction Contractor user.		X				Custom Reports can provide this ability.

2.1 General Functional Requirements**2.1.3 Navigation**

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
14	The JOC Software, upon logon by a Contracting Entity- 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 JOC Software broadcasts and announcements, including counts of read and unread broadcasts and announcements;		X				Users are taken to a home page where they can view their user specific list of Jobs and any waiting transmittals that have been sent to them.
b	Links to "reminders" or "ticklers" for work that is pending on the User's caseload, including counts of "reminders" or "ticklers";					X	
15	The JOC Software, 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 JOC Contract	X					
b	Links to available Project	X					
c	Links to available Proposal	X					
16	The JOC Software shall include automated or guided processes that will enable a Contracting Entity-specified user and Construction Contractor user to easily enter required information and guide the user through the appropriate screens based on the input of JOC Software data for processes, including:						
a	JOC Contract Management		X				
b	Construction Contractor Management		X				
c	Project, RFP, and NTP Management	X					
d	Proposal Submission and Review	X					
17	The JOC Software shall visually identify mandatory fields on each screen, as appropriate.	X					
18	The JOC Software shall provide Contracting Entity- specified users and Construction Contractor users with a way to view a listing of screens that have been designated as required screens.					X	

2.1 General Functional Requirements**2.1.4 Local Printing**

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
19	The JOC Software shall allow Contracting Entities specified users and Construction Contractor users to print Contracting Entity-specified contract information, including:	X					
a	A detailed version of the Contract information;	X					
b	A summary version of the Contract information;	X					
c	A detailed version of the Project information;	X					

d	A summary version of the Project information;		X					
e	A detailed version of the Proposal information;		X					
f	A summary version of the Proposal information;		X					
g	NTP;		X					
h	RFP;		X					
i	Time Extension		X					
20	The JOC Software shall allow Contracting Entity- specified users to reprint documents for Construction Contractors in the same form and format, with appropriate dates, as when the documents were initially issued to the contractor.		X					

2.2 JOC Contract Management

2.2.1 JOC Contracts

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
21	The JOC Software shall have the ability to administer JOC Contracts.	X					
22	The JOC Software shall provide the ability to track at a minimum, the following information for JOC Contracts:						
a	Contracting Entity-issued Identifier (ID) JOC#	X					
b	Contracting Entity-issued Identifier (ID) PW#	X					
c	Construction Contractor	X					
d	Type of Contract (General, Special, OSHPD etc)	X					
e	Construction Contractor Factor	X					
f	Contract Value Amount	X					
g	Contract Expiration Date	X					
h	Contract Award Date	X					
23	The JOC Software shall have logic to prevent duplicate JOC Contracts.					X	
24	The JOC Software shall provide the ability to associate a specific issue/dated version of a JOC Book. The book will remain static for the duration of the contract period.	X					
25	The JOC Software shall allow Contracting Entities specified users the ability to manually add a JOC Contract.	X					
26	The JOC Software shall allow JOC Contract information to be reported electronically by authorized users at multiple locations.	X					
27	The JOC Software shall automatically calculate and display the remaining Contract Value.		X				This information can be included in a report.
28	The JOC Software shall provide the ability to attach relevant JOC Contract documents and images.	X					
29	The JOC Software shall automatically assign unique contract number to a JOC Contract based on Contracting Entity-specified rules.					X	This is entered based on what contract numbers is assigned at award of the JOC contract.
30	The JOC Software shall provide the ability to track additional Contract information that may result from a change in business process.	X					
31	The JOC Software shall provide the ability to track project closeout dates and the ability to attach relevant JOC closeout documents.	X					

2.3 Construction Contractor Management**2.3.1 Construction Contractors**

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
32	The JOC Software shall have the ability to administer Construction Contractors.	X					
33	The JOC Software shall provide the ability to track at a minimum, the following information for Construction Contractors:						
a	Company Name	X					
b	Contact Name	X					
c	Phone Number	X					
d	Email	X					
e	Contracting Entity-issued Vendor ID	X					
f	Address	X					
g	Contractor Status	X					
34	The JOC Software shall allow Contracting Entity- specified users the ability to manually add a Construction Contractor, and allow Construction Contractors to input their own information if permitted by the Contracting Entity.	X					
35	The JOC Software shall have logic to preven duplicate Construction Contractors.					X	
36	The JOC Software shall provide the ability of designated users to search for Contractors.	X					

2.4 Project Management**2.4.1 Project Initialization**

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
37	The JOC Software shall have the ability to add and administer Projects.	X					
38	The JOC Software shall provide the ability to associate multiple Projects to a JOC Contract.	X					
39	The JOC Software shall provide the ability to track, at a minimum, the following information for Projects						
	Project Name	X					
b	Contracting Entity-issued Identifier (ID) Project ID	X					
C	Contracting Entity-issued Identifier (ID) PCSD	X					
	Supervisorial Districts (1, 2, 3, 4, 5)	X					
	Client Departments	X					
f	Board Approval Date	X					
	Project Manager Name	X					
h	Project Budget	X					
i	Project Balance	X					
j	Project Status	X					
k	Preliminary Statement of Work	X					

1	Facility Name		X					
	Facility Location/Address		X					
	Cost Accounting Identifier		X					
0	Proposed Work Duration		X					
40	The JOC Software shall provide the ability to attach relevant Project documents and images e.g. pdf, and microsoft office formats.		X					
41	The JOC Software shall provide the ability to track additional Project information that may result from change in business process.		X					

2.4 Project Management

2.4.2 Project Numbering

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
42	The JOC Software shall automatically assign unique contract number to a Project based on Contracting Entity-specified rules.					X	
43	The JOC Software shall provide unique Project numbering schema based on Contracting Entity- specified rules.					X	
44	Describe how Projects roll-up						The Job Orders associated with a Project can be rolled up to give an overall view of the work being accomplished. The original Job Order will end in .00 to distinguish it from any Supplemental Job Orders.
45	Describe Project minor version number system						The minor version includes a -01 or .01 to distinguish it as a minor version.

2.4 Project Management

2.4.3 Site Walk-Through

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
46	The JOC Software shall have the ability for Contracting Entity-specified users to input and track the Proposed Statement of Work.		X				The software will hold the final approved version of the Detailed Scope of Works.
47	The JOC Software shall provide the ability to track the Site Walk-Through date.	X					

2.4 Project Management**2.4.4 Request for Proposal**

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
48	The JOC Software shall have the ability to generate a RFP based on a Contracting Entity-specified template.	X					
49	The JOC Software shall provide the ability to download an RFP to MS Office Word format and Adobe PDF format in Contracting Entity-specified versions.	X					
50	The JOC Software shall have the ability for Contracting Entity-specified users to track the RFP Due Date.	X					
51	The JOC Software shall have the ability for Contracting Entity-specified users to track the RFP Issue Date.	X					
52	The JOC Software shall have the ability for Contracting Entity-specified users to update the RFP template.					X	Requests for template changes can be made to the Gordian Account Manager
53	The JOC Software shall have the ability for Contracting Entity-specified users to generate a Credit RFP.	X					

2.4 Project Management**2.4.5 Notice to Proceed and Project Execution**

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
54	The JOC Software shall generate a NTP based on a Contracting Entity-specified template.	X					
55	The JOC Software shall provide the ability to download a NTP to standard MS Office Word format and Adobe PDF format.	X					
56	The JOC Software shall have the ability for Contracting Entity-specified users to update the NTP template.					X	Requests for template changes can be made to the Gordian Account Manager
57	The JOC Software shall have the ability for Contracting Entity-specified users track the Final Statement of Work.	X					
58	The JOC Software shall have the ability for Contracting Entity-specified users to issue a time extension by tracking the Project's original due date and new due date.	X					
59	The JOC Software shall provide the ability to track the following information for Projects:						
a	Initial Proposal Amount	X					
b	Final Proposal Amount	X					
c	Proposal Count	X					
d	Proposal Approval Date	X					
e	Project Due Date	X					
f	Issued Amount	X					
g	Issue Date	X					
h	Construction Start Date	X					
i	Adjusted Project Due Date						
j	Substantial Completion Date	X					
k	Cost Estimate Value	X					
1	Signing Authority		X				Based on Contracting Entity Rules, the appropriate signature name(s) can be displayed on the forms.

60	The JOC Software shall have the ability for Contracting Entity-specified users to generate a Credit NTP.		X						
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2.4 Project Management

2.4.6 Project Completion

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
61	The JOC Software shall provide the ability to track the following information:						
a	Construction End Date	X					
b	Work Order Acceptance Date	X					
62	The JOC Software shall calculate and display the percentage change in initial proposal amount and final amount.		X				This can be displayed in a report.
63	The JOC Software shall provide the ability to cancel a Project.	X					

2.5 Proposal Submission and Review

2.5.1 General Requirements

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
64	The JOC Software shall base proposals on specific issue/dated version of the JOC Book identified in the JOC Contract.	X					
65	The JOC Software shall base proposals on a Bid Factor identified in the JOC Contract.	X					
66	The JOC Software shall automatically compute the Proposal Total.	X					
67	The JOC Software shall capture the date, time, JOC unit price book used and time zone a Proposal was created.		X				It does not capture the time zone.
68	The JOC Software shall capture the date, time, and time zone of any change in the Proposal.		X				It does not capture the time zone.
69	The JOC Software shall capture the date, time, and time zone a Proposal was submitted.		X				It does not capture the time zone.
70	The JOC Software shall capture the date, time, and time zone a Proposal was re-submitted.		X				It does not capture the time zone.
71	The JOC Software shall capture the date, time, and time zone a Proposal was approved.		X				It does not capture the time zone.
72	The JOC Software shall capture the date, time, and time zone a Proposal that was returned.		X				It does not capture the time zone.
73	The JOC Software shall capture the use information when a Proposal was created, changed, submitted, re-submitted, approved, and returned.	X					
74	The JOC Software shall allow an unlimited number of submittals, revisions, and resubmittals.	X					

2.5 Proposal Submission and Review

2.5.2 Construction Contractors

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
75	The JOC Software shall allow Construction Contractors to easily search and identify items from the JOC Book to the Proposal (e.g. item description or CSI number).	X					
76	The JOC Software shall provide the ability for Construction Contractors to select and add an item from the JOC Book to the Proposal and track, at a minimum, the following information:						
a	Description	X					
b	Category	X					
c	CSI Number	X					
d	Unit of Measure	X					
e	Quantity	X					
f	Unit Price	X					
g	Bid Factor	X					
h	Contractor Note	X					
77	The JOC Software shall automatically compute the line item total.	X					
78	The JOC Software shall automatically compute the Proposal Total.	X					
79	The JOC Software shall provide the Construction Contractor a summary version of the Proposal information.	X					
80	The JOC Software shall provide the ability to submit a Credit Proposal.	X					
81	The JOC Software shall notify the Construction Contractor that a Project is available for Proposal submittal.					X	
82	The JOC Software shall notify the Construction Contractor that a Proposal is available to be revised and resubmitted.					X	
83	The JOC Software shall make available the initial Proposal and all subsequent resubmittals for review.	X					

2.5 Proposal Submission and Review								
2.5.3 Contracting Entity-Specified Users								
Functional Requirement Response Form Matrix			Solution to Requirement					
			Available	Alternative	Customization	Enhancement	Not Available	Comments
84	The JOC Software shall notify Contracting Entity specified users that a Proposal is available for review.		X					
85	The JOC Software shall notify Contracting Entity specified users that a Proposal has been resubmitted.		X					
86	The JOC Software shall provide the ability for Contracting Entity-specified users to add a note for each line item.		X					
87	The JOC Software shall provide the following features for Contracting Entity-specified user Notes:							
a	Ability to see notes in chronological order reverse chronological order;		X					

b	Ability to print notes		X						
c	Ability to assign Contracting Entity-defined note types;		X						
d	Ability to view and scroll through all notes		X						
e	Search engine within notes (by date, type, key words, etc.);							X	
f	Ability to protect some notes from view (role based security);		X						
g	Ability to spell check a note							X	
88	The JOC Software shall provide the ability for Contracting Entity-specified users to return a Proposal for adjustments.			X					A report can be printed to show the Contracting Entity change that they are proposing the contractor to change.
89	The JOC Software shall provide Contracting Entity specified users a summary version of the Proposal information.		X						
90	The JOC Software shall provide Contracting Entity specified users a summary version of the Proposal information.		X						
91	The JOC Software shall provide Contracting Entity specified users the ability to final approve a Proposal.		X						
92	The JOC Software shall provide Contracting Entity specified users the ability to compare the differences between two submittals (e.g., compare the initial and final submittal).		X						

2.6 Reporting

2.6.1 General

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
93	The JOC Software shall provide a list of standard reports specified by the Contracting Entity including, at a minimum:						
a	JOC Management Tracking Report	X					
b	Monthly NTP's Issued Report						
c	Local Small Business Enterprise Subcontractor Participation Report	X					
d	JOC Notice to Proceed Issue	X					
94	The JOC Software shall maintain the JOC Software data necessary to produce all Contracting Entity- required reports, including all Contracting Entity- specified standard reports and JOC Software data elements specified for ad hoc reports.	X					
95	The JOC Software shall support the accumulation of JOC Software data over time for daily, weekly, monthly, quarterly, annual, fiscal, as of, and time period reports.	X					
96	The JOC Software shall maintain online descriptions and definitions of each report that are easily accessible by Contracting Entity-specified users.	X					
97	The JOC Software shall produce reports that include a clear identification of the report run date, "as of" date, period of JOC Software data date, and print date.	X					
98	The JOC Software shall include flexible report sorting capability.	X					
99	The JOC Software shall support all reports required by federal, State, and local laws, rules, regulations, ordinances, guidelines, directives, policies and procedures, including statistical, operational, workload, and fiscal reports.		X				Gordian will make every effort to support report requests but it is possible that not all required information is stored within the software.
100	The JOC Software shall provide the ability to download reports to standard MS Office formats (Excel, Word), Text file format, Adobe PDF format, etc.	X					

101	The JOC Software shall produce several types of reports which support all levels of staff in managing their particular workloads, including management reports, State level reports, and ad hoc reports.		X						
102	The JOC Software shall include the ability to generate parameter-driven reports.		X						
103	The JOC Software shall, at the option of Contracting Entity-specified users, provide reports in electronic format (using Contracting Entity- specified version of the Microsoft Office Suite format) for further sorting and printing.		X						Reports can be exported into Excel.
104	The JOC Software shall provide report data in format that allows Contracting Entity-specified users to easily sort report data on all possible criteria.			X					Reports can be exported into Excel and sorted as needed.
105	The JOC Software shall maintain report security for all users, including which report can be viewed or printed by each user or user group.		X						
106	The JOC Software shall include the ability to produce standard and ad hoc reports for any time period back to the commencement date of Countywide or Contracting Entity implementation of the JOC Software.		X						

2.6 Reporting

2.6.2 Ad hoc reporting

Functional Requirement Response Form Matrix		Solution to Requirement					Comments
		Available	Alternative	Customization	Enhancement	Not Available	
107	The JOC Software shall include an ad hoc capability that will allow Contracting Entity-specified users to generate both preformatted and free form reports with relative ease.					X	
108	The JOC Software shall include ad hoc capabilities that are user-friendly but include the functionality necessary to produce the type of reports needed by Contracting Entity.					X	
109	The JOC Software shall include the ability to request and format selected JOC Software Data using parameter-driven ad hoc reporting capabilities.					X	
110	The JOC Software shall provide the ability to produce reports that are valued at a single point in time, multiple points in time, or display as the change between two points in time.		X				
111	The JOC Software shall provide the ability to define new calculated fields to be used by the ad hoc report.					X	
112	The JOC Software shall provide the ability to report by calendar year, fiscal year and/or policy year.		X				
113	The JOC Software shall provide the ability to drive down from reports.					X	
114	The JOC Software shall provide the ability to graph/chart the results of a report without downloading the results to another program.		X				
115	The JOC Software shall provide the ability to sort, filter, and group data in reports.		X				
116	The JOC Software shall provide the ability to download ad hoc reports to standard MS Office formats (Excel, Word), Text file format, Adobe PDF format, etc.					X	

2.7 Data Exports							
2.7.1 Data Exports							
Functional Requirement Response Form Matrix			Solution to Requirement				
			Available	Alternative	Customization	Enhancement	Not Available
							Comments
117	The JOC Software shall provide the ability to export all JOC Software data.		X				
118	The JOC Software shall support online real-time data exports.		X				
119	The JOC Software shall provide the ability to export data through web services (e.g., SOAP or REST Application Programming Interface (API)).		X		X		Non-standard JOC offering. Gordian professional services team has developed a way to share the data for LADPW.
120	The JOC Software shall provide data exports in machine-readable format (e.g., XML, JSON, or CSV).		X		X		Non-standard JOC offering. Gordian professional services team has developed a way to share the data for LADPW.
121	The JOC Software shall include documentation that specifies the activities required to export data (e.g., authentication, all web service calls, data elements and associated values).		X		X		Non-standard JOC offering. Gordian professional services team has developed a way to share the data for LADPW. Documentation will be provided by the professional services team.

TECHNICAL REQUIREMENTS RESPONSE FORM

3.1 General Requirements

Technical Requirement Response Form		Response Code				Comments
		Available	Customizable	Not Available	Other	
1	The system shall be a fully managed solution hosted and supported by the Contractor (Vendor-Hosted).	X				Gordian's JOC solution on Gordian Cloud is fully managed, hosted, and supported by Gordian on MS Azure Cloud in the US region.
2	The system shall retain personal information as long as necessary and ensure it is deleted when no longer needed.	X				Data retention and disposal will be performed in accordance with Gordian's Data Retention and Data Disposal policies and/or per agreed contractual obligations. Gordian adheres to its parent group, Fortive's Document Retention Policy. Customers may choose to present a formal request to delete/destroy/return their proprietary data upon receipt of which Gordian can make a best effort attempt to comply with the request provided the request does not conflict with Gordian policies and/or regulatory/legal requirements.
3	The system shall provide program participants (system users) method for submission of a request to delete personal data.	X				Data retention and disposal will be performed in accordance with Gordian's Data Retention and Data Disposal policies and/or per agreed contractual obligations. Gordian adheres to its parent group, Fortive's Document Retention Policy. Customers may choose to present a formal request to delete/destroy/return their proprietary data upon receipt of which Gordian can make a best effort attempt to comply with the request provided the request does not conflict with Gordian policies and/or regulatory/legal requirements.
4	The system shall allow program participants (system users) to "opt-out" of the collection and storing of personal information.			X		All the data stored is required for product functionality.

3.2 Access

Technical Requirement Response Form		Response Code				Comments
		Available	Customizable	Not Available	Other	
5	The system shall provide Single Sign On (SSO) capability for County users using the County's Enterprise Identity & Access Management Directory (based upon Microsoft Azure Active Directory).	X	X			Federated Single Sign On (SSO) is currently available to customers as a custom implementation to support authentication from external Identity Providers (IdP's). Gordian supports integration with external providers using standard protocols SAML2 or OAuth2.0.
6	The System shall provide the ability to define role-based access with different security groups.	X				
7	The System shall return generic errors messages to the client, to avoid disclosure of sensitive information (e.g., login failure, database error, application error).	X				

3.2 Data, Backup, and Recovery

Technical Requirement Response Form		Response Code				Comments
		Available	Customizable	Not Available	Other	
8	The System shall provide the ability to automatically export all system data.				X	System data access and retention will be performed in accordance with Gordian's Data Retention and Data Disposal policies and/or per agreed contractual obligations. Gordian adheres to its parent group, Fortive's Document Retention Policy. Customers may choose to present a formal request to delete/destroy/return their proprietary data upon receipt of which Gordian can make a best effort attempt to comply with the request provided the request does not conflict with Gordian policies and/or regulatory/legal requirements.
9	All system data center(s) and backup/replication locations shall reside in the Continental United States.	X				The application and databases are hosted on MS Azure Cloud in the US region.
10	The System shall perform backups with no adverse effect on performance.	X				
11	At minimum, System data shall be backed up daily .	X				Data is backed up no less frequently than every 24 hours.
12	The System data or portions of data shall be restored within 8 hours after request is made.				X	Gordian has an implemented and tested disaster recovery plan in accordance with the reliability metrics provided in our standard agreement.
13	The System shall ensure that all data from the past 6 months is backed up and accessible for retrieval purposes.	X				Business Continuity, Retention, and Disaster Recovery is inherited from the CSP, MS Azure utilizing backups.

3.2.3 Infrastructure and Hosting Environment

Technical Requirement Response Form		Response Code				Comments
		Available	Customizable	Not Available	Other	
14	The System shall keep all components updated with current antivirus, operating system, and security patches. (e.g. endpoint, host, network, application).	X				
15	The hosted environments shall implement security best practices and monitoring including: Host Intrusion Prevention (HIPS) and Detection (HIDS) system, Network Intrusion Prevention (NIPS) and Detection (NIDS) system, Web Application Firewall (WAF), Security Event and Information Management (SIEM), etc.	X				The Gordian development team follows the standard secure coding practices as outlined in the OWASP standard as well as internal secure coding policies. Code changes are scanned for known vulnerabilities constantly.
16	The hosted environment shall be comprised of software that has been fully tested, integrated and is accessible to County users.	X				
17	The System shall be contained by a perimeter firewall to protect the network from external attacks.	X				All systems are behind enterprise-redundant firewall pairs, with DMZ and inside networks separated by firewall. These devices are in a default deny status.
18	The System shall have physical access controls in place to ensure appropriate access to IT resources in the hosted environment.	X				

19	The System shall have measures to prevent the upload of unauthorized files (e.g., executable files).		X					
20	The System shall undergo periodic web application vulnerability testing/scanning (e.g., source code, run time).		X					
21	The System shall have separate physical and logical environments (e.g., development, quality assurance, user acceptance testing, staging, production, training environments).		X					Production instances have no open links to non-prod (and vice-versa)
22	If the System requires significant integrations with County systems, the platform must use Microsoft Azure or Amazon AWS for hosting.		X					Gordian's JOC solutions are hosted on Microsoft Azure.
23	Management access to Infrastructure and Hosting shall be secured by multi-factor authentication (MFA) and use Transport Layer Security (TLS) protocol (1.2 or higher) to ensure secure access.		X					

3.2.4 Performance and Availability

Technical Requirement Response Form		Response Code				Comments
		Available	Customizable	Not Available	Other	
24	The system environments shall operate on a 24x7x365 basis.	X				Gordian will use Commercially Reasonable Efforts to make the Software available 24x7x365. Guaranteed uptime and availability measures will be outlined separately in the services agreement.
25	System availability shall be ninety-nine percent (99.6%)	X				Gordian will use Commercially Reasonable Efforts to make the Software available 24x7x365. Guaranteed uptime and availability measures will be outlined in the services agreement.
26	The system shall have an average response time of two (3) seconds, as measured from the Hosted Environments.	X				Gordian strives for user experience related response times to average under 3s. Any guaranteed performance measures would be outlined separately in the services agreement.

3.2.5 Compatability and Integration

Technical Requirement Response Form		Response Code				Comments
		Available	Customizable	Not Available	Other	
27	The system shall provide a secure web-based user interface accessible from any web browser (e.g., Edge, Chrome, Firefox, Safari) or from any device and shall not require plug- ins or additional installed software (e.g., Adobe Flash).	X				Internet Explorer (any version) is not supported. Only current versions of Firefox, Chrome, Microsoft Edge, and Safari are supported.

28	The system shall provide a user interface that complies with recognized usability standards (e.g., the American Disabilities Act (http://www.ada.gov/), the Rehabilitation Act Section 508 (http://www.section508.gov/ , etc.).		X					<p>Gordian is committed to creating products that are inclusive and accessible to all people. One key element of this commitment is for Gordian's software to meet the requirements of the Web Content Accessibility Guidelines 2.1 Level A and AA (WCAG 2.1 A and AA). To ensure our software is developed in accordance with these guidelines, accessibility is a key element of our software development process. We perform annual accessibility audits and use the targeted recommendations to help us better align our software with WCAG 2.1 A and AA Standards.</p> <p>Gordian strives for 100% compliance with accessibility requirements. While we currently fall slightly short (7%) of this goal, we believe our software's compliance levels meet or exceed the compliance levels of other software that provides similar functions. We also believe that our minor noncompliance issues have virtually no impact on our software's value to our customers based on the type of services being managed. More information on Gordian's commitment to accessibility can be found on pages 9 through 11 of File 1 RFP Requirements - Gordian JOC.</p>
29	The System shall transmit data using secure protocols, such as sftp, ssh, https, TLS 1.2 or above, etc., or tunneled through an authenticated encrypted connection (e.g., VPN).		X					Data in-transit is encrypted with TLS 1.2
30	All API integrations must utilize HTTPS with strong TLS (e.g., version 1.2 and above) configurations and incorporate unique, regularly rotated (e.g., two years or less) API keys for authentication.		X					
31	The system sending emails on behalf of Public Works (e.g., xxxxx@pw.lacounty.gov or xxxxx@dpw.lacounty.gov) or any subdomain shall be DMARC (Domain-based Message Authentication, Reporting & Conformance) compliant. This will require configuring SPF and DKIM to authenticate legitimate email messages.		X					JOC uses SendGrid for all their email communications, and SendGrid follows the DMARC protocol.
32	All application logging shall be integrated with Public Works' Microsoft Sentinel for real-time monitoring and analysis of system activity.				X			

JOB ORDER CONTRACT (JOC) SYSTEM AND RELATED CONSULTING SERVICES MINIMUM SYSTEM REQUIREMENTS

The Minimum System Requirements for LACDA to use the JOC System is as follows:

Desktop Hardware and Software

Response: Being a web-based application, any computer device with access to the Internet can use Job Order Contracting on the Gordian Cloud Platform. A broadband connection of 10 Mbps or higher is recommended.

Supported Browsers

Response: Job Order Contracting on the Gordian Cloud Platform is operating system independent, so users on Windows, Mac, or Linux based operating systems can access the application with any leading web-browser (Edge, Chrome, Firefox, and Safari).

Minimum Display Resolution

Response: Minimum display resolution is determined by the user's operating system and web-browser.

Desktop Software

Response: Job Order Contracting on Gordian Cloud Platform is operating system independent, so users on Windows, Mac, or Linux based operating systems can access the application with any leading web-browser (Edge, Chrome, Firefox, and Safari).

Server Requirements

Response: Gordian developed a web-based JOC information management application that provides the speed and experience in a rich application environment, but available over the internet. The Job Order Contracting on Gordian Cloud Platform does not require the County to provide or maintain a server for the application.

Server Instance Software Requirements

Response: There are no server instance software requirements to access Gordian's Job Order Contracting application.

ACCEPTANCE CERTIFICATE

(Name and Address)		TRANSMITTAL DATE
ACCEPTANCE CERTIFICATE		AGREEMENT NUMBER
		TITLE
FROM:	TO:	
_____ Consultant's Project Director (Signature Required)	LACDA Project Director Los Angeles County Development Agency	
Consultant hereby certifies to LACDA that as of the date of this Task/Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Agreement, including the Exhibits thereto to the completion of the Tasks and delivery of the Deliverables set forth below, including satisfaction of the completion criteria applicable to such Tasks and Deliverables and LACDA's approval of the Work performed in connection with the achievement of such Task. Consultant further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with the Exhibit A (Scope of Work). LACDA's approval and signature constitutes an acceptance of the Tasks and Deliverables listed below.		
TASK DESCRIPTION (including Task and subtask numbers as set forth in the Statement of Work)	DELIVERABLES (including Deliverable numbers as set forth in the Statement of Work)	
Comments:		
Attached hereto is a copy of all supporting documentation required pursuant to the Agreement and Exhibit A (Scope of Work), including any additional documentation reasonably requested by LACDA.		
County Acceptance: NAME _____ SIGNATURE _____ DATE _____ LACDA's Project Director		

Distribution:
 Original – Financial Services
 Copy 1 - Contractor

Copy 2 - LACDA's Project Manager
 Copy 3 - LACDA Master Agreement File

CONTRACT DISCREPANCY REPORT

TO:

FROM:

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

DISCREPANCY PROBLEMS: _____

Signature of Contracting Entity Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

CONTRACTING ENTITY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative

Date

CONTRACTING ENTITY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

Contracting Entity Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

DPW JOC Contracting Process

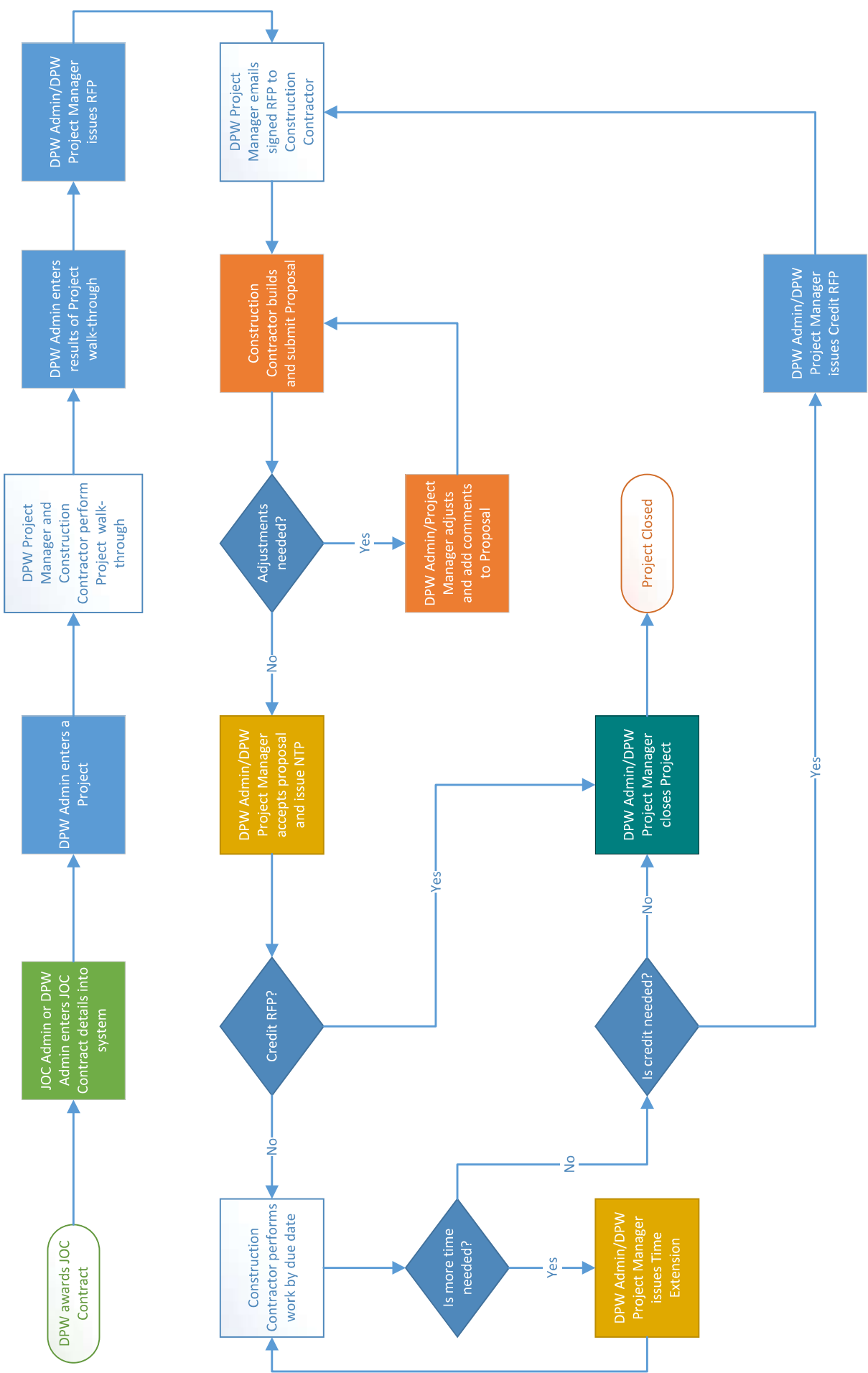


EXHIBIT B
Schedule of Prices

Table 1 – Phase 1 Work and Deliverables			
Deliverable #	Paragraph	Deliverable for Task 1 – Project Administration	Price
1.1	3.1.1.1	Project Control Document (PCD)	Included in Phase 2 Pricing
1.2	3.1.1.2	Incoming Orientation Plans	Included in Phase 2 Pricing
1.3	3.1.2.1	Ongoing Project Administration	Included in Phase 2 Pricing
Deliverable #	Paragraph	Deliverable for Task 2 – Price Catalog and Technical Specifications	Price
2.1	3.3.1.1	Price Catalog and Technical Specifications	Included in Phase 2 Pricing
2.2	3.2.2.1	Consultant shall provide Contracting Entity all supporting data for verification and validation of the Price Catalog and Technical Specifications for sample projects conducted during the analysis and verification process conducted by the Contracting Entity.	Included in Phase 2 Pricing
Deliverable #	Paragraph	Deliverables for Task 3 – Requirements Verification and Analysis	Price
3.1	3.3.1.1	Requirements Verification Schedule	Included in Phase 2 Pricing
3.2	3.3.2.1	System Requirements Document (SRD)	Included in Phase 2 Pricing
3.3	3.3.2.2	Requirements Traceability Matrix and Report	Included in Phase 2 Pricing
Deliverable #	Paragraph	Deliverable for Task 4 – JOC System Design	Price
4.1	3.4.1.1	JOC System Design Document	Included in Phase 2 Pricing
Deliverable #	Paragraph	Deliverables for Task 5 – JOC System Configuration and Development	Price
5.1	3.5.1.1	Working System, configured based on the JOC System Design Document	Included in Phase 2 Pricing

EXHIBIT B

Deliverable #	Paragraph	Deliverables for Task 6 – JOC System Testing	Price
6.1	3.6	Test Plan	Included in Phase 2 Pricing
6.2	3.6	Test Materials	Included in Phase 2 Pricing
6.3	3.6	Test Completion Report	Included in Phase 2 Pricing
Deliverable #	Paragraph	Deliverables for Task 7 – Training	Price
7.1	3.7	Training Plan	Included in Phase 2 Pricing
7.2	3.7	Training Materials	Included in Phase 2 Pricing
7.3	3.7	Training Log	Included in Phase 2 Pricing
7.4	3.7	Monitoring and Operations Guide	Included in Phase 2 Pricing
Deliverable #	Paragraph	Deliverables for Task 8 – Implementation and Go-Live	Price
8.1	3.8	Go Live Plan	Included in Phase 2 Pricing
8.2	3.8	Three (3) Go-Live Simulations Reports	Included in Phase 2 Pricing
8.3	3.8	Go-Live Completion Report	Included in Phase 2 Pricing
8.4	3.8	Final Acceptance Certification	Included in Phase 2 Pricing
Deliverable #	Paragraph	Deliverables for Task 9 – Contract Discrepancy Report	Price
9.1	3.9.1.1	Contract Discrepancy Report	Included in Phase 2 Pricing
9.2	3.9.1.2	Contract Discrepancy Report Update	Included in Phase 2 Pricing
9.3	3.9.1.3	Contract Discrepancy Report Completion	Included in Phase 2 Pricing
Deliverable #	Paragraph	Deliverables for Task 10 – Outgoing Transition Services Plan	Price
10.1	3.10.1.1	Outgoing Transition Services Plan	Included in Phase 2 Pricing*
10.2	3.10.1.2	Transitional Services	Included in Phase 2 Pricing*
Total Price for Phase 1 Work			\$ 0*

**Gordian agrees to provide up to 40 hours free of cost for Transition Services Deliverables. If additional hours are required from Gordian's software developers, the cost will be \$225 per hour to complete the requested services.*

Table 2 – Phase 2 Fees*	
Agreement Year	Percentage Fee
Annual Percentage Applied to All JOC Work Orders for First Five Years of Agreement	<u>2.1</u> %
Annual Percentage Applied to All JOC Work Orders for Optional Year 1	<u>2.1</u> %
Annual Percentage Applied to All JOC Work Orders for Optional Year 2	<u>2.1</u> %

*Contractor is not guaranteed any amount of JOC Work for any year of the Agreement. JOC Work may increase or decrease every year based on the needs of the Contracting Entity. Further, for any JOC Projects that are moved from a prior Gordian agreement with any Contracting Entity to this Agreement, such JOC project work orders will be segregated in the JOC System in a manner that prevents these JOC project work orders that were already charged a licensing fee in a prior Gordian agreement from being charged again under this Agreement.

Table 3 - Firm Fixed Hourly Rate for Optional Work	
Firm Fixed Hourly Rate for Optional Work	\$ <u>170</u> / hour

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 1 of 2

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

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and LACDA. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to LACDA's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from LACDA, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-

EXHIBIT C

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 2 of 2

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

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

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

COPYRIGHT ASSIGNMENT AGREEMENT

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

Page 1 of 2

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

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

Page 2 of 2

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

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

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

COPYRIGHT ASSIGNMENT AGREEMENT

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT E

JOB ORDER CONTRACT (JOC) SYSTEM AND RELATED CONSULTING SERVICES

THIRD-PARTY PRODUCTS

As of the Effective Date of this Agreement, the following Third-Party Software will be provided by Proposer. Should this change during the term of the Agreement, this Exhibit will be updated to reflect any additional Third-Party Software.

Third Party Software			
	Name	Vendor	Purpose / Function
1	N/A		
2			
3			


The Gordian Group, Inc.	
Proposer's Name:	
Ammon Leshner	
Authorized representative Name:	
Signature: 	Date: 4/12/24

EXHIBIT F PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through L, inclusive, of this Contract (Exhibits A-L) and this PRS, Exhibits A-L shall control. LACDA reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-L, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
A. SCOPE OF WORK				
1. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State, or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Project Schedule	Contractor fails to complete work within the time specified in the project schedule.	\$200 for each calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	\$100 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Respond to complaints, requests, and discrepancies.	Contractor fails to respond within 24 hours of a reported complaint, request, and/or discrepancy.	\$100 per complaint not responded to within the time frame outlined in the specifications.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

EXHIBIT F PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through L, inclusive, of this Contract (Exhibits A-L) and this PRS, Exhibits A-L shall control. LACDA reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-L, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
5. Respond to bugs or security incidents.	Contractor fails to respond within 24 hours of a reported bug or security incident.	\$100 per complaint not responded to within the time frame outlined in the specifications.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
B. CONTRACT ADMINISTRATION				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	\$200 per day; work/contract suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	\$200 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Use of Subcontractor without Approval and/or Authorization.	Obtain County's written approval prior to subcontracting any work.	\$500 per occurrence; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. License and Certification	All license and certifications required to perform the work, if any.	\$200 per day; suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Assignment and Delegation	Contractor shall not assign its rights or delegate its duties under this Contract, or both,	\$200 per day the County is not informed of this change; suspension;	<input type="checkbox"/> Yes <input type="checkbox"/> No	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

EXHIBIT F PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through L, inclusive, of this Contract (Exhibits A-L) and this PRS, Exhibits A-L shall control. LACDA reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-L, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
	whether in whole or in part, without the prior written consent of County.	possible termination for default of contract.	<input type="checkbox"/> N/A	
6. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$500 per occurrence; suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

EXHIBIT G

**JOB ORDER CONTRACT (JOC) SYSTEM
AND RELATED CONSULTING SERVICES
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 Agreement and its various exhibits and attachments, will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

1.1 Acceptance

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

1.2 Contracting Entity Data

All of the Contracting Entity information, data, records, and information of Contracting Entity to which Consultant has access, or is otherwise provided to Consultant under this Agreement, during the use and/or provisioning of the JOC System, including any data entered/stored/accessed during use of the JOC System by users of the JOC System. Such users include Contracting Entity's contractors and consultants in the JOC Program. Consultant's JOC Book is not included in the definition of Contracting Entity Data.

1.3 Unit Price Book, Price Catalog and Technical Specifications, or JOC Book

As defined and required by Exhibit A (Scope of Services). The Unit Price Book, also known as JOC Book, will also be electronic and work within the JOC System as required by the Agreement so as to meet the requirements and needs of the JOC Program.

1.4 Deliverable(s)

Whether singular or plural, will mean software, items and/or services provided or to be provided by Consultant under this Agreement 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).

1.5 Documentation

All of Consultant's training course materials, JOC System specifications and technical manuals, and all other user instructions regarding the capabilities, operation, and use of the JOC System, including, but not limited to, online help screens contained in the JOC System, existing as of the Effective Date and any revisions, supplements, or updates thereto. Documentation does not include anything created by Contracting Entity that may be included in the Documentation.

1.6 Error

With respect to the JOC System, Support Services, Maintenance Services, other Services, or Deliverables, a failure of the JOC System, Support Services, other Services, or Deliverables to conform to its specifications, or with respect to the JOC System, a failure that impairs the performance of the JOC System when operated in accordance with the Agreement.

1.7 Hosted Services

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

1.8 JOC System

The Licensed Software, JOC Book, Support Services, Maintenance Services, all related services, equipment, hosting, and any other item required for the Consultant to deploy and provide the JOC System from its facilities and to Contracting Entity as a "software as a service" or other Licensed Software model, in accordance with this Agreement to fulfil the needs of the JOC Program.

1.9 Licensed Software or JOC Software

Individually each, and collectively all, of the computer programs provided by Consultant under this Agreement (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 Consultant, and Revisions, and any and all programs otherwise provided by Consultant under this Agreement. All Licensed Software and the components thereof will be release versions, and will not be test versions (e.g., alpha or beta test version), unless otherwise agreed to in writing by Contracting Entity.

1.10 Maintenance Services

The provision of maintenance and continued management and operation services for the JOC 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 Consultant to Contracting Entity upon Contracting Entity's request and approval.

1.12 Production Use

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

1.13 Professional Services

Services, including but not limited to, consulting services, additional training and/or customizations, which Consultant may provide upon Contracting Entity's request therefore in the form of Optional Work.

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 Agreement, 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 Consultant under this Agreement, but only to the extent: (i) not inconsistent with any of the foregoing; and (ii) acceptable to Contracting Entity in its sole discretion; and all written and/or electronic materials furnished or made available by or through Consultant regarding the JOC System, including functionality, features, capacity, availability, response times, accuracy, or any other performance or other JOC System criteria or any element of the JOC 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 Consultant to its other customers.

1.16 Services

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

1.17 Subscription Services

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

1.18 Support Services

As defined in Exhibit A (Scope of Services).

1.19 Third Party Product

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

1.19 Users

All Contracting Entity authorized users of the JOC System, including but not limited to Contracting Entity employees and its authorized agents, contractors, subcontractors and consultants.

1.20 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 Consultant under this Agreement. 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 Consultant prior to performance or independent of this Agreement ("Background Intellectual Property") or (b) the JOC System, which includes the Licensed Software and JOC Book, whether created before or after the Effective Date of this Agreement, or any modifications thereto made by Consultant.

2. LICENSED SOFTWARE AND INTELLECTUAL PROPERTY.

2.1 License Grant.

2.1.1 JOC System License

Contractor hereby grants to the Contracting Entity, and the Contracting Entity hereby accepts from Contractor for the Term of this Agreement, a non-exclusive right, privilege and license to use Contractor's Job Order Contracting System and other related proprietary materials (collectively referred to as "Proprietary Information") (hereinafter "License") to be used for the sole purpose of operating Contracting Entity's Job Order Contracting program. This License covers the Contracting Entity and its Users, and there shall be no additional cost for licensing separately applied by Consultant to Contracting Entity's Users. The parties hereby agree that Proprietary Information will include, but is not limited to, the JOC System, its applications and support documentation, Construction Task Catalog® (also commonly referred to in Exhibit A (Scope of Work) as Price Catalog and Technical Specifications or Unit Price Book), construction cost data, training materials and other proprietary materials provided by the Contractor.

Contractor agrees to include each contractor that is awarded a JOC contract by the Contracting Entity under Contracting Entity's JOC System License, provided the Contractor agrees to abide by the terms and conditions of the JOC System License Agreement presented as part of their use of the JOC System. No other third-parties may access the Proprietary Information without Contractor's consent.

In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Agreement

or any purchase order or similar purchasing document issued by Contracting Entity, this JOC System License will take precedence.

2.1.2 Documentation.

At no additional charge to Contracting Entity, Consultant will provide or make available to Contracting Entity all Documentation relating to the JOC System pursuant to a fully-paid, worldwide, non-exclusive, license during the Term of this Agreement for its business purposes. This license does not permit Contracting Entity to allow another consultant on the Contracting Entity's JOC bench to use this Documentation. If the Documentation for the JOC System is revised or supplemented at any time, Consultant will promptly provide or make available to Contracting Entity a copy of such revised or supplemental Documentation, at no additional cost to Contracting Entity. Contracting Entity may, at any time, reproduce copies of all Documentation and other materials provided or made available by Consultant, distribute such copies to Contracting Entity personnel or Contracting Entity designees and users of the JOC System, and incorporate such copies into its own technical and user manuals, provided that such reproduction relates to Contracting Entity's and users' use of the JOC System as permitted in this Agreement, and all copyright and trademark notices, if any, are reproduced thereon. Consultant will provide or make available to Contracting Entity all Documentation in electronic form.

2.1.3 Additional License Restrictions

In the event this Agreement expires or terminates as provided herein, this License will terminate and the Contracting Entity will cease using the System and all Proprietary Information, but may maintain Deliverable versions of the Proprietary Information for its governmental, record keeping, and auditing purposes.

The Contracting Entity acknowledges that disclosure of Proprietary Information will result in irreparable harm to the Contractor for which monetary damages would be an inadequate remedy and agrees that no such disclosure will be made to anyone without first receiving the written consent of Contractor. The Contracting Entity further acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Proprietary Information during and after the Term of this Agreement and will at all times reasonably maintain confidentiality with regard to the Proprietary Information provided to

Contracting Entity, subject to federal and state laws related to public records disclosure.

Upon expiration or termination of this Agreement as provided herein, Contractor will provide to the Contracting Entity all project data generated by the Contracting Entity in a form accessible by a standard database program, such as Microsoft® Access®.

2.2 Revisions.

2.2.1 Notice of Revisions.

Consultant 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 Contracting Entity previously received and will continue to comply with all of the requirements of this Agreement, and (b) Contracting Entity will be provided, at least sixty (60) days in advance of any such changes and after the first year from the Effective Date of this Agreement, thirty (30) 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 JOC System, including, but not limited to, a failure to comply with the requirements of this Agreement, or compatibility with Contracting Entity's technical, business or regulatory requirements, including, without limitation, hardware, software, or browser configurations, then Contracting Entity 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 Agreement.

2.2.2 Revisions During Term.

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

Product"), Contracting Entity will receive such Displaced/Renamed Product as a Revision.

2.3 Work Product and Background Intellectual Property.

2.3.1 Ownership of Contracting Entity Data.

All Contracting Entity Data, including confidential information provided or made accessible by Contracting Entity to Consultant, is and will remain the property of Contracting Entity. Upon termination or expiration of the Agreement for any reason, or upon Contracting Entity's written request at any time, the Consultant will provide Contracting Entity, at no additional cost and no later than fifteen (15) calendar days after the termination, expiration or the Contracting Entity's request, any Contracting Entity Data or other proprietary data belonging to the Contracting Entity stored within the JOC System. Such data will be provided to the Contracting Entity on an external media drive in a platform-agnostic format or in any specific format reasonably requested by Contracting Entity. At the Contracting Entity's option, and aside from Contracting Entity's Data that may be used by Consultant pursuant to the license granted below, the Consultant will destroy all originals and copies of all such data, and other related information or documents.

Contracting Entity grants to Consultant a fully-paid, worldwide, non-exclusive, non-transferable and perpetual license to use Contracting Entity's Data in the JOC System for its business purposes.

2.3.2 Ownership of Background Intellectual Property & Licensed Software.

Consultant retains all right, title and interest in and to any such Background Intellectual Property, JOC System, JOC Book, Documentation and Licensed Software whether created before or after the Effective Date of this Agreement (including any modifications thereto made by Consultant). However, to the extent Background Intellectual Property constitutes or is incorporated into Work Product or required for Contracting Entity to fully exploit such Work Product or the JOC System, Consultant hereby grants to Contracting Entity 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 Contracting Entity's business, the Background Intellectual Property constituting or incorporated into the Work Product or otherwise delivered to Contracting Entity in

connection with this Agreement, and provided further that the Background Intellectual Property is not separately commercially exploited by Contracting Entity. Any and all Background Intellectual Property which Consultant desires to use hereunder, and which Consultant considers to be proprietary or confidential, will be plainly and prominently marked by Consultant as "PROPRIETARY" or "CONFIDENTIAL", unless otherwise reasonably known to Contracting Entity to be Background Intellectual Property.

2.4 Third Party Product.

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

3. SERVICES.

3.1 Services Generally.

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

3.2 Training.

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

3.3 Support Services and Maintenance Services.

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

4. ACCEPTANCE

4.1 Acceptance Criteria

The JOC 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 Contracting Entity, 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 will be based, at a minimum, on conformance of the JOC System, Services, and Deliverables, to the Specifications. In the event the parties fail to agree upon Acceptance Criteria, the acceptability of the JOC System, Services, Deliverables, and milestones, and the JOC System as a whole, will be based solely on Contracting Entity's reasonable satisfaction therewith.

4.2 Acceptance Tests

When Consultant notifies Contracting Entity that the JOC System has been implemented as required in Exhibit A (Scope of Services) or that a Service, Deliverable, or milestone (if applicable) has been completed, Contracting Entity may, in its sole discretion, elect to test or evaluate the related JOC System, Services, Deliverables, and/or milestones to determine whether they comply in all material respects with the Acceptance Criteria and the JOC 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 Contracting Entity.

For each test, Consultant will provide Contracting Entity testing scenarios consistent with Consultant's best practices for the applicable JOC System, Service, Deliverable, and/or milestone.

4.3 Production Use

The JOC System will be ready for Production Use when the Contracting Entity Project Director, or his/her designee, approves in writing the JOC System for use with the JOC Program.

4.4 Final Acceptance

4.4.1 Conduct Performance Verification

Following successful transitioning of the JOC System to Production Use, Contracting Entity will monitor for Errors and Consultant will maintain the JOC System in Production Use for a minimum of thirty (30) consecutive days. Upon occurrence of an Error, Consultant will provide Contracting Entity with a diagnosis of the Error and proposed solution(s), and Consultant will correct such Error by re-performance pursuant to, and subject to, the provisions of this Agreement. Contracting Entity and Consultant will 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 Contracting Entity in the use of the JOC System will be subject to the applicable terms under the Agreement as more fully described in Exhibit A (Scope of Services).

4.4.2 Final Acceptance

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

4.5 Failed Testing

- 4.5.1 If the Contracting Entity's Project Director makes a good faith determination at any time that the JOC 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 Contracting Entity's Withholds

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

5. Reserved.

6. Disabling Device

Consultant represents and warrants that Consultant will not intentionally cause any unplanned interruption of the operations of, or accessibility to the JOC 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 Contracting Entity Confidential Information or of causing any unplanned interruption of the operations of, or accessibility of the JOC System or any component to Contracting Entity or any user or which could alter, destroy, or inhibit the use of the JOC System or any component, or the data contained therein (collectively, "Disabling Device(s)"), which could block access to or prevent the use of the JOC System or any component by Contracting Entity or users. Consultant represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any JOC System component provided to Contracting Entity under this Agreement, nor will Consultant knowingly permit any subsequently delivered or provided JOC System component to contain any Disabling Device. In addition, Consultant will prevent viruses from being incorporated or introduced into the JOC System or Revisions thereto prior to the installation onto the JOC System and will prevent any viruses from being incorporated or introduced in the process of Consultant's performance of on-line support.

7. Non-Infringement

To the best of Consultant's knowledge, the JOC System, Services and the Deliverables will not contain defamatory or indecent matter, and Contracting Entity's permitted use of the JOC 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 Agreement. In addition, Consultant also represents and warrants that based on pending actions, claims, disputes, or other information, Consultant has no knowledge of a failure of the JOC System to perform in accordance with the requirements of this Agreement.

9. Assignment of Warranties

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

10. Other Warranties

During the Term of this Agreement, Consultant will not subordinate this Agreement or any of its rights hereunder to any third party without the prior written consent of Contracting Entity, and without providing in such subordination instrument for non-disturbance of Contracting Entity's use of the JOC System (or any part thereof) in accordance with this Agreement. This Agreement and the JOC 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 Consultant's creditors. Contracting Entity is entitled to use the JOC System without interruption. As of the date furnished, no statement contained in writing in the response to the request for proposals for the JOC System contains any untrue statements about the prior experience or corporate description of Consultant, or omits any fact necessary to make such statement not misleading.

11. Maintenance Services

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

12. JOC System Performance Requirements

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

13. Data Destruction

Consultant(s) and Vendor(s) that have maintained, processed, or stored the Contracting Entity' ("Contracting Entity") 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, and its cloud service provider, Microsoft Azure.

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 Contracting Entity, or external to the Contracting Entity's boundaries. The Contracting Entity must receive within ten (10) business days, a signed document from Consultant(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 will certify that any Contracting Entity Data, including confidential information 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, and its cloud service providers, Microsoft Azure. Vendor will provide Contracting Entity with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all Contracting Entity Data was destroyed and is unusable, unreadable, and/or undecipherable.

14. Security Breach and Notification

Consultant will, as soon as reasonably practicable under the circumstances, take reasonable steps to remedy any security breach and prevent any further security breach at Consultant's expense in accordance with applicable privacy rights, laws, regulations and standards. Consultant will reimburse Contracting Entity for actual costs incurred by Contracting Entity in responding to, and mitigating damages caused by, any security breach, including all costs of notice and/or remediation. Consultant will also notify the Contracting Entity project manager and Contracting Entity Information Security Officer as soon as reasonable

practicable under the circumstances, not to exceed seventy-two (72) hours of any suspected security breach.

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

Contracting Entity is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth the County and the Consultant's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Consultant before the Effective Date of the Agreement and maintained throughout the term of the Agreement.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the Contracting Entity and Consultant (the "Agreement") and any other agreements between the parties. However, it is the Consultant's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all Contracting Entity Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Agreement by the Consultant, entitling the Contracting Entity, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Agreement, to immediately terminate the Agreement. To the extent there are conflicts between this Exhibit and the Agreement, this Exhibit will prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Agreement, the definitions herein contained are specific to the uses within this Exhibit.

- a. Availability: the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. Confidentiality: the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. Contracting Entity Information: all Data and Information belonging to the Contracting Entity.
- d. Data: a subset of Information comprised of qualitative or quantitative values.
- e. Incident: an attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; or interference with Information Technology operations directly relating to the Contracting Entity's Data.

- f. Information: any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. Information Security Policy: high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.
- h. Information Security Program: formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the Contracting Entity's information security requirements.
- i. Information Technology: any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. Integrity: the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. Mobile Device Management (MDM): software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. Privacy Policy: high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. Privacy Program: A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. Risk: a measure of the extent to which the Contracting Entity is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. Threat: any circumstance or event with the potential to adversely impact Contracting Entity operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.

- p. Vulnerability: a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. Workforce Member: employees, volunteers, and other persons whose conduct, in the performance of work for Contracting Entity, is under the direct control of Contracting Entity, whether or not they are paid by Contracting Entity. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the Contracting Entity.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

a. Information Security Program

The Consultant will maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the Contracting Entity Information covered under this Agreement.

Consultant's Information Security Program will include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Consultant employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Consultant will exercise the same degree of care in safeguarding and protecting Contracting Entity Information that the Consultant exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Consultant will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of Contracting Entity Information.

The Consultant's Information Security Program will:

- Protect the Confidentiality, Integrity, and Availability of Contracting Entity Information in the Consultant's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of Contracting Entity Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Contracting Entity Information;
- Protect against accidental loss or destruction of, or damage to, Contracting Entity Information; and
- Safeguard Contracting Entity Information in compliance with any applicable laws and regulations which apply to the Consultant.

b. Privacy Program

The Consultant will establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including Contracting Entity Information. The Consultant's Privacy Program will include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Consultant employees, agents, and volunteers. The Consultant's Privacy Policies, guidelines, and procedures will be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Consultant's Privacy Program will perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Consultant will exercise the same degree of care in safeguarding the privacy of Contracting Entity Information that the Consultant exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Consultant will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of Contracting Entity Information.

The Consultant's Privacy Program will include:

- A Privacy Program framework that identifies and ensures that the Consultant complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Contracting Entity Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO CONTRACTING ENTITY INFORMATION

All Contracting Entity Information is deemed property of the Contracting Entity, and the Contracting Entity will retain exclusive rights and ownership thereto. Contracting Entity Information will not be used by the Consultant for any purpose other than as required under this Agreement, nor will such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Consultant, or commercially exploited or otherwise used by, or on behalf of, the Consultant, its officers, directors, employees, or agents. The Consultant may assert no lien on or right to withhold from the Contracting Entity, any Contracting Entity Information it receives from, receives addressed to, or stores on behalf of, the Contracting Entity. Notwithstanding the foregoing, the Consultant may aggregate, compile, and use Contracting Entity Information in order to improve, develop or enhance the System Software and/or other services

offered, or to be offered, by the Consultant, provided that (i) no Contracting Entity Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the Contracting Entity, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Consultant specifically consents to the Contracting Entity's access to such Contracting Entity Information held, stored, or maintained on any and all devices Contactor owns, leases or possesses.

4. CONTRACTOR'S USE OF CONTRACTING ENTITY INFORMATION

The Consultant may use Contracting Entity Information only as necessary to carry out its obligations under this Agreement. The Consultant will collect, maintain, or use Contracting Entity Information only for the purposes specified in the Agreement and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of Contracting Entity Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING CONTRACTING ENTITY INFORMATION AND DATA

The Consultant will not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Contracting Entity Information to a third party other than as permitted in this Agreement, for monetary or other valuable consideration.

6. CONFIDENTIALITY

a. Confidentiality of Contracting Entity Information

The Consultant agrees that all Contracting Entity Information marked as "Confidential" along with any Contracting Entity Information that should reasonably be understood as confidential or proprietary, to Contracting Entity shall be treated as Confidential Information.

b. Disclosure of Contracting Entity Information

The Consultant may disclose Contracting Entity Information only as necessary to carry out its obligations under this Agreement, or as required by law, and is prohibited from using Contracting Entity Information for any other purpose without the prior express written approval of the Contracting Entity's contract administrator in consultation with the Contracting Entity's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose Contracting Entity Information, the Consultant will notify the Contracting Entity's contract administrator immediately and prior to any such disclosure, to provide the

Contracting Entity an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

c. Disclosure Restrictions of Non-Public Information

While performing work under the Agreement, the Consultant may encounter Contracting Entity Non-public Information (“NPI”) in the course of performing this Agreement, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as “Internal Use”, “Confidential” or “Restricted” as defined in Board of Supervisors Policy 6.104 – Information Classification Policy as NPI. The Consultant will not disclose or publish any Contracting Entity NPI and material received or used in performance of this Agreement. This obligation is perpetual.

d. Individual Requests

The Consultant will acknowledge any request or instructions from the Contracting Entity regarding the exercise of any individual’s privacy rights provided under applicable federal or state laws. The Consultant will have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the Contracting Entity within seven (7) calendar days. If an individual makes a request directly to the Consultant involving Contracting Entity Information, the Consultant will notify the Contracting Entity within five (5) calendar days and the Contracting Entity will coordinate an appropriate response, which may include instructing the Consultant to assist in fulfilling the request. Similarly, if the Consultant receives a privacy or security complaint from an individual regarding Contracting Entity Information, the Consultant will notify the Contracting Entity as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the Contracting Entity will coordinate an appropriate response.

e. Retention of Contracting Entity Information

The Consultant will not retain any Contracting Entity Information for any period longer than necessary for the Consultant to fulfill its obligations under the Agreement and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Consultant will perform background and security investigation procedures in the manner prescribed in this Exhibit unless the Agreement prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this Exhibit.

To the extent permitted by applicable law, the Consultant will screen and conduct background investigations on all Consultant employees and Subcontractors as appropriate to their role, with access to Contracting Entity Information for potential

security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation will be at the expense of the Consultant, regardless of whether the member of the Consultant's staff passes or fails the background investigation. The Consultant, in compliance with its legal obligations, will conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to Contracting Entity Information to ensure that no individual accesses Contracting Entity Information whose past criminal conduct poses a risk or threat to Contracting Entity Information.

The Consultant will require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Agreement, and sign an appropriate written Confidentiality/non-disclosure agreement with the Consultant.

The Consultant will supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Consultant agrees that training will cover, but may not be limited to the following topics:

- a) Secure Authentication: The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) Social Engineering Attacks: Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) Handling of Contracting Entity Information: The proper identification, storage, transfer, archiving, and destruction of Contracting Entity Information.
- d) Causes of Unintentional Information Exposure: Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) Identifying and Reporting Incidents: Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) Privacy: The Consultant's Privacy Policies and procedures as described in Exhibit 2b. Privacy Program.

The Consultant will have an established set of procedures to ensure the Consultant's employees promptly report actual and/or suspected breaches of security.

8. SUBCONTRACTORS

The Contracting Entity acknowledges that in the course of performing its services, the Consultant may desire or require the use of goods, services, and/or assistance of Subcontractors. The terms of this Exhibit will also apply to all Subcontractors. The Consultant or Subcontractor will be subject to the following terms and conditions: (i) each Subcontractor must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Consultant to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Agreement including this Exhibit; and (ii) the Consultant will be and remain fully liable for the acts and omissions of each Subcontractor and fully responsible for the due and proper performance of all Consultant obligations under this Agreement. These provisions do not apply to Consultant's cloud service provider, Microsoft Azure, but Consultant will remain responsible for meeting all hosting requirements.

The Contractor shall obtain advanced approval from the Contracting Entity's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF CONTRACTING ENTITY INFORMATION

All Contracting Entity Information will be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Consultant will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store Contracting Entity Information to AES 256 at rest.

In addition, the Consultant will not store Contracting Entity Information in the cloud or in any other online storage provider without written authorization from the Contracting Entity's Chief Information Security Officer. All mobile devices storing Contracting Entity Information will be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the Contracting Entity's Chief Information Security Officer.

10. RETURN OR DESTRUCTION OF CONTRACTING ENTITY INFORMATION

The Consultant will return or destroy Contracting Entity Information in the manner prescribed in this Exhibit unless the Agreement prescribes procedures for returning or destroying Contracting Entity Information and those procedures are no less stringent than the procedures described in this Exhibit.

a. Return or Destruction

Upon Contracting Entity's written request, for any reason, Consultant will (i) promptly return or destroy, at the Contracting Entity's option, all originals and copies of all documents and materials it has received containing Contracting Entity Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Agreement; and (iii) deliver or destroy, at the Contracting Entity's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Consultant, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Exhibit. For all documents or materials referred to in Subsections (i) and (ii) of this Exhibit that the Contracting Entity requests be returned to the Contracting Entity, the Consultant will provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the Contracting Entity. For documents or materials referred to in Subsections (i) and (ii) of this Exhibit that the Contracting Entity requests be destroyed, the Consultant will provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Exhibit. Upon termination or expiration of the Agreement or at any time upon the Contracting Entity's request, the Consultant will return all hardware, if any, provided by the Contracting Entity to the Consultant. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the Contracting Entity.

b. Method of Destruction

The Consultant will destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing Contracting Entity Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" and Microsoft Azure requirements, such that the Contracting Entity Information cannot be retrieved. The Consultant will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the Contracting Entity Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated Contracting Entity contract manager within ten (10) days of termination or expiration of the Agreement or at any time upon the Contracting Entity's request. On termination or expiration of this Agreement, the Contracting Entity will return or destroy all Consultant's Information marked as confidential (excluding items licensed to the Contracting Entity hereunder, or that provided to the Contracting Entity by the Consultant hereunder), at the Contracting Entity's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Consultant facilities that process Contracting Entity Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Consultant facilities that process Contracting Entity Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Consultant will: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Consultant must have a continuity policy. This policy must include a geographically separate back-up data center and a formal framework. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer Contracting Entity Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Consultant makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF CONTRACTING ENTITY INFORMATION), all such backups will be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF CONTRACTING ENTITY INFORMATION.

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF CONTRACTING ENTITY INFORMATION, Contracting Entity Information (i) may only be made available and accessible to those parties explicitly authorized under the Agreement; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF CONTRACTING ENTITY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Consultant and approved by the Contracting Entity's Chief Information Security Officer in writing. The foregoing requirements will apply to back-up media stored by the Consultant at off-site facilities.

The Consultant will implement formal procedures to control access to Contracting Entity systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services will be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Consultant will have policies and procedures in place to ensure that unnecessary and/or unused access to Contracting Entity Information is removed in a timely manner;
- d. Applications will include access control to limit user access to Contracting Entity Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Consultant will record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF CONTRACTING ENTITY INFORMATION) must be disposed of or sent off-site for servicing, if any. the Consultant will ensure all Contracting Entity Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF CONTRACTING ENTITY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Consultant will:

- a. Promptly notify the Contracting Entity's Chief Information Security Officer, the Departmental Information Security Officer, and the Contracting Entity's Chief Privacy Officer of any Incidents involving Contracting Entity Information, within twenty-four (24) hours of detection of the Incident. All notifications will be submitted via encrypted email and telephone.

**Contracting Entity Chief Information Security Officer and Chief Privacy Officer
Email**

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Jeffrey Aguilar

Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5600

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 351-5363

Departmental Information Security Officer:

Paul Lam
Departmental Information Security Officer
900 S. Fremont Avenue
Alhambra, CA 91803
(626) 458-5929
pslam@dpw.lacounty.gov

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of Contracting Entity Information involved in the reported Incident,
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the Contracting Entity to investigate the Incident and seek to identify the specific Contracting Entity Information involved in the Incident upon the Contracting Entity's written request, without charge, unless the Incident was caused by the acts or omissions of the Contracting Entity. As Information about the Incident is collected or otherwise becomes available to the Consultant, and unless prohibited by law, the Consultant will provide Information regarding the nature and consequences of the Incident that are reasonably requested by the Contracting Entity to allow the Contracting Entity to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their incident response plans in the event of an Incident causing an interference with Information Technology operations.

- e. Assist and cooperate with forensic investigators, the Contracting Entity, law firms, and and/or law enforcement agencies at the direction of the Contracting Entity to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the Contracting Entity on any additional disclosures that the Contracting Entity is required to make as a result of the Incident.
- f. Allow the Contracting Entity or its third-party designee to perform an audit of the relevant security documentation of the System, and/or perform non-intrusive and non-authenticated vulnerability scans of the System. .

Notwithstanding any other provisions in this Agreement and Exhibit, The Consultant will be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving Contracting Entity Information caused by the Consultant's negligence, wrongdoing, or lack of Information Security or privacy controls or provisions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Consultant acknowledges and agrees that due to the unique nature of Contracting Entity Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the Contracting Entity, and therefore, that upon any such breach, the Contracting Entity will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY will constitute a material breach of this Agreement and be grounds for immediate termination of this Agreement in the exclusive discretion of the Contracting Entity.

16. AUDIT AND INSPECTION

a. Self-Audits

The Consultant will periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Consultant's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the Contracting Entity.

The Consultant will have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Consultant will provide the audit results and any corrective action documentation to the Contracting Entity promptly upon its completion at the Contracting Entity's request. With respect to any other report, certification, or audit or

test results prepared or received by the Consultant that contains any Contracting Entity Information, the Consultant will promptly provide the Contracting Entity with copies of the same upon the Contracting Entity's reasonable request, including identification of any failure or exception in the Consultant's Information systems, products, and services, and the corresponding steps taken by the Consultant to mitigate such failure or exception. Any reports and related materials provided to the Contracting Entity pursuant to this Exhibit will be provided at no additional charge to the Contracting Entity.

Further, when not prohibited by regulation, the Consultant will provide to the Contracting Entity a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Consultant or a third party related to handling of Contracting Entity's Data; and (ii) corrective actions or modifications, if any, the Consultant will implement in response to such audits.

b. Contracting Entity Requested Audits

Upon request of the Contracting Entity, Contractor shall permit the Contracting Entity or its authorized third party designee to perform an audit of the relevant security documentation of the application in scope, and/or perform non-intrusive and non-authenticated vulnerability scans of the application in scope or in the alternative, or undergo a third party risk assessment by way of responding to a security due-diligence questionnaire.

EXHIBIT I

ADDITIONAL PROVISIONS FOR THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY (LACDA)

[APPLICABLE ONLY IF THE CONTRACTING ENTITY IS THE LACDA]

1. SOURCE AND APPROPRIATION OF FUNDS

The Contracting Entity's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development (HUD) and, for the purpose of this Agreement. All funds are appropriated every fiscal year beginning July 1.

In the event this Agreement extends into succeeding fiscal years and funds have not been appropriated, this Agreement will automatically terminate as of June 30 of the current fiscal year. The Contracting Entity will endeavor to notify the Consultant in writing within ten (10) days of receipt of non-appropriation notice.

2. POST MOST WANTED DELINQUENT PARENTS LIST

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is County's and Contracting Entity's policy to strongly encourage all Contractors to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Consultant's place of business. The Child Support Services Department (CSSD) will supply Consultant with the poster to be used.

3. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Consultant will comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States will, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

4. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973

The Consultant will comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States will be excluded from participating in, denied the benefits of, or subject to discrimination under this Agreement on the basis of age or with respect to an otherwise qualified disabled individual.

5. THIS SECTION INTENTIONALLY OMITTED

6. FEDERAL LOBBYIST REQUIREMENTS

The Consultant is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The Consultant must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Consultant will comply with the Lobbyist Requirements.

Failure on the part of the Consultant or persons/subcontractors acting on behalf of the Consultant to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

7. PATENT RIGHTS

Excluding the Background Intellectual Property, the Licensed Software and the System, the Contracting Entity will hold all the patent rights with respect to any new discovery or invention, which arises or is developed in the course of, or under this Agreement.

8. COPYRIGHT

Excluding the Proprietary Information identified in the JOC System License, which Consultant will retain all ownership of and rights thereto, no other report, maps, or other documents produced in whole or in part under this Agreement will be the subject of an application for copyright by or on behalf of the Consultant. All such documents, except the Background Intellectual Property, Licensed Software, and System as described in this Agreement, become the property of the Contracting Entity and the Contracting Entity holds all the rights to said data.

9. CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification as included in Attachment C – Required Agreement Forms, the Contracting Entity

seeks to ensure that all Contracting Entity contractors that receive or raise charitable contributions comply with California law in order to protect the Contracting Entity and its taxpayers. A Consultant that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

10. CONTRACTOR'S COMPLIANCE WITH THE CONTRACTING ENTITY'S SMOKE FREE POLICY AT ALL HOUSING DEVELOPMENT PROPERTIES

The Consultant represents that it will comply with the Contracting Entity's policy strictly prohibiting smoking on all Housing Authority housing development properties, except at the South Bay Gardens Senior Housing Development located at 230 E. 130th Street, Los Angeles, CA 90061, where smoking is permitted only in a specified open area that is at least 20 feet away from a Housing Authority building and is clearly labeled as a "Smoking Designated Area." The Consultant acknowledges and understands that the Contracting Entity's smoke free policy applies to all residents, guests, visitors, vendors, contractors, and staff.

EXHIBIT J**INDEMNIFICATION AND INSURANCE PROVISIONS****I. Indemnification**

Consultant must indemnify, defend, and hold harmless the County of Los Angeles, the Los Angeles County Development Authority, their Special Districts, Elected Officials, Appointed Officers, Agents, Employees, and Volunteers ("Contracting Entity Indemnitees"), from and against any and all liability including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), to the extent arising from the Contractor's actions, omissions, negligence or willful misconduct. This Section I (Indemnification) also must include any and all intellectual property liability, including copyright infringement and similar claims.

II. Reserved**III. General Insurance Requirements**

Without limiting Consultant's indemnification of Contracting Entity, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Consultant must provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and paragraph F of this Section. 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 Consultant pursuant to this Agreement. The Contracting Entity in no way warrants that the Required Insurance is sufficient to protect the Consultant for liabilities which may arise from or relate to this Agreement.

A. Evidence of Coverage and Notice to Contracting Entity

- A certificate(s) of insurance coverage (Certificate) satisfactory to Contracting Entity, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, the Los Angeles County Development Authority, their Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers has been given Insured status under the Consultant's General Liability policy, must be delivered to Contracting Entity at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates must be provided to Contracting Entity not less than ten days prior to Consultant's policy expiration dates. The Contracting Entity reserves the right to obtain complete, certified

copies of any required Consultant and/or Subcontractor insurance policies at any time.

- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Consultant identified as the contracting party in this Agreement. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000 and list any Contracting Entity-required endorsement forms.
- Neither the Contracting Entity's failure to obtain, nor the Contracting Entity's receipt of, or failure to object to a noncomplying insurance certificate or endorsement, or any other insurance documentation or information provided by the Consultant, its insurance broker(s) and/or insurer(s), must be construed as a waiver of any of the Required Insurance provisions.

- Certificates and copies of any required endorsements must be sent to:

Los Angeles County Public Works
Business Relations and Contracts Division
P.O. Box 1460
Alhambra, California 91802-1460
Attention: Jairo Flores

- Consultant also must promptly report to Contracting Entity any injury or property damage accident or incident, including any injury to a Consultant employee occurring on Contracting Entity property, and any loss, disappearance, destruction, misuse, or theft of Contracting Entity property, monies or securities entrusted to Consultant. Consultant also must promptly notify Contracting Entity of any third-party claim or suit filed against Consultant or any of its Subcontractors which arises from or relates to this Agreement and could result in the filing of a claim or lawsuit against Consultant and/or Contracting Entity.

B. Additional Insured Status and Scope of Coverage

The County of Los Angeles, the Los Angeles County Development Authority, their Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers must be provided additional insured status

under Consultant's General Liability policy with respect to liability arising out of Consultant's ongoing and completed operations performed on behalf of the Contracting Entity. The County of Los Angeles, the Los Angeles County Development Authority, their Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers additional insured status must apply with respect to liability and defense of suits arising out of the Consultant's acts or omissions, whether such liability is attributable to the Consultant or to the Contracting Entity. The full policy limits and scope of protection also must apply to the County of Los Angeles, the Los Angeles County Development Authority, their Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, even if they exceed the Contracting Entity's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein. The additional insured coverage required under this Section shall not apply to Contractor's Workers Compensation and Employers' Liability, Cyber Liability, Technology Errors and Omissions, and Professional/Errors and Omissions liability policies.

C. Cancellation of or Changes in Insurance

Consultant must provide Contracting Entity with, or Consultant's insurance policies will contain a provision that Contracting Entity must receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to Contracting Entity by Contractor at least ten days in advance of cancellation for nonpayment of premium and 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 Agreement, in the sole discretion of the Contracting Entity, upon which the Contracting Entity may suspend or terminate this Agreement.

D. Failure to Maintain Insurance

Consultant's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance must constitute a material breach of the Agreement, upon which Contracting Entity immediately may withhold payments due to Consultant, and/or suspend or terminate this Agreement. Contracting Entity, at its sole discretion, may obtain damages from Consultant resulting from said breach. Alternatively, the Contracting Entity may purchase the Required Insurance, and without further notice to Consultant, deduct the premium cost from sums due to Consultant or pursue Consultant reimbursement.

E. Insurer Financial Ratings

Coverage must be placed with insurers acceptable to the Contracting Entity with A.M. Best ratings of not less than A:VII unless otherwise approved by Contracting Entity.

F. Consultant's Insurance Must Be Primary

Consultant's insurance policies, with respect to any claims related to this Agreement, must be primary with respect to all other sources of coverage available to Consultant. Any Contracting Entity-maintained insurance or self-insurance coverage must be in excess of and not contribute to any Consultant coverage. The primary coverage requirement outlined under this Section shall not apply to Contractor's Workers Compensation and Employers' Liability, Cyber Liability, Technology Errors and Omissions, and Professional/Errors and Omissions liability policies.

G. Waivers of Subrogation

To the fullest extent permitted by law, the Consultant hereby waives its rights and its insurer(s)' rights of recovery against Contracting Entity under all the Required Insurance for any loss arising from or relating to this Agreement. The Consultant must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Subcontractor Insurance Coverage Requirements

Consultant must include all Subcontractors as insureds under Consultant's own policies, or must provide Contracting Entity with each Subcontractor's separate evidence of insurance coverage. Consultant must be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and must require that each Subcontractor name the Contracting Entity of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, Volunteers, and Consultant as additional insureds on the Subcontractor's General Liability policy. Consultant must obtain Contracting Entity's prior review and approval of any Subcontractor request for modification of the Required Insurance.

I. Deductibles and Self-Insured Retentions (SIRs)

Consultant's policies must not obligate the Contracting Entity to pay any portion of any Consultant deductible or SIR.

J. Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date must precede the effective date of this Agreement. Consultant understands and agrees it must maintain such

coverage for a period of not less than three years following Agreement expiration, termination, or cancellation.

K. Application of Excess Liability Coverage

Consultants may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

L. Separation of Insureds

All liability policies must provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc. (ISO) separation of insureds provision with no insured versus insured exclusions or limitations.

M. Alternative Risk Financing Programs

The Contracting Entity reserves the right to review, and then approve, Consultant use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, the Los Angeles County Development Authority, their Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers must be designated as an Additional Covered Party under any approved program.

N. County Review and Approval of Insurance Requirements

If Consultant fails to meet any of the Required Insurance limits or provisions contained here, the County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

IV. Insurance Coverage

- A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming The County of Los Angeles, the Los Angeles County Development Authority, their Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers 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

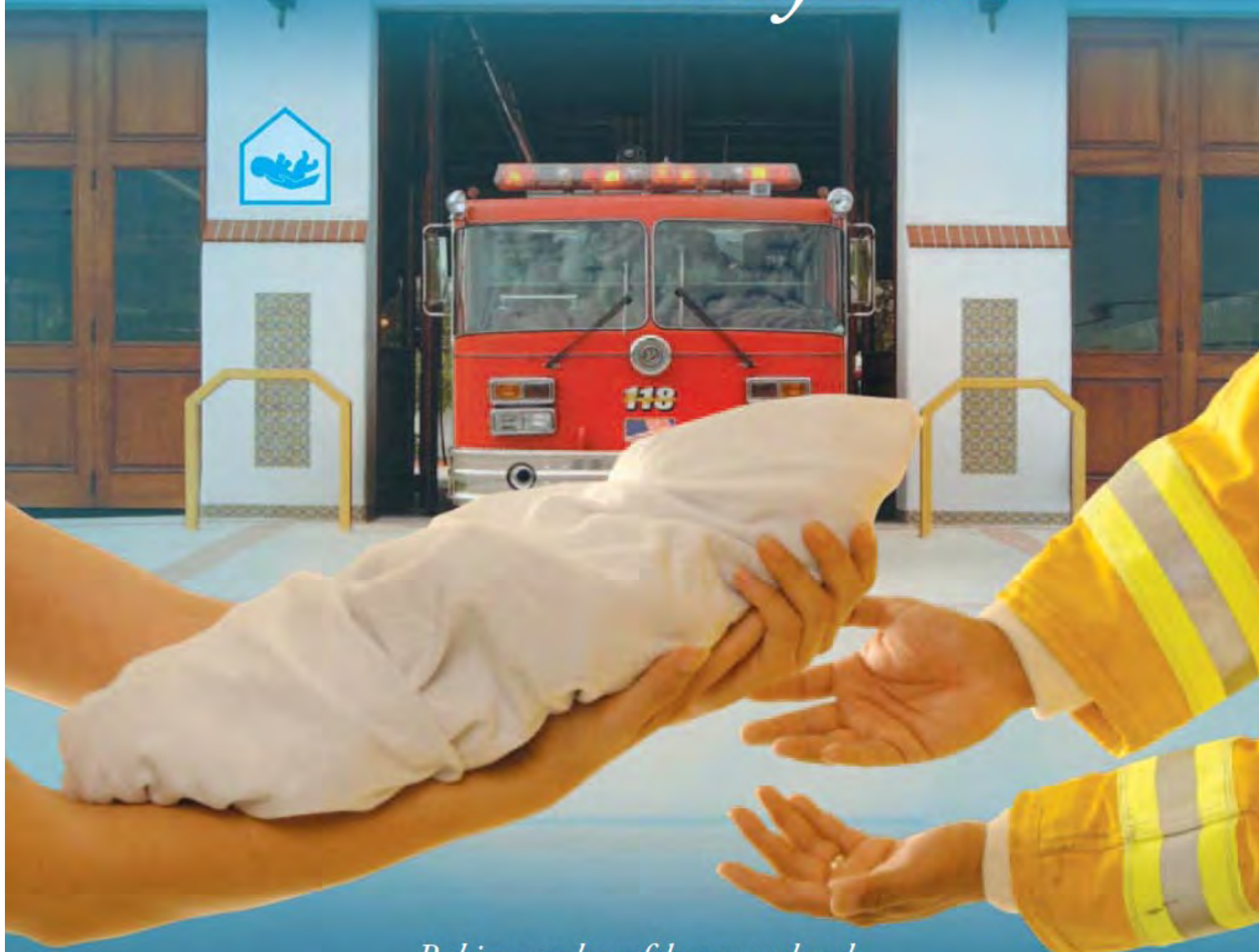
- B. Automobile Liability insurance (providing scope of coverage equivalent to

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 must cover liability arising out of Consultant's use of autos pursuant to this Agreement, including owned, leased, hired, and/or nonowned 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 Consultant is a temporary staffing firm or a Professional Employer Organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the Contracting Entity as the Alternate Employer. The written notice must be provided to Contracting Entity at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Consultant's operations, coverage also must be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.
- D. Professional Liability/Errors and Omissions Insurance covering Consultant's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Consultant understands and agrees it must maintain such coverage for a period of not less than three years following this Agreement'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 \$5 million.
- F. Cyber Liability Insurance: The Consultant will secure and maintain cyber liability insurance coverage with limits of \$1 million per occurrence and \$2 million in the aggregate during the term of the Agreement, including coverage for: network security liability; privacy liability; privacy regulatory

proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of Contracting Entity Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and data/information loss and business interruption; any other liability or risk that arises out of the Agreement. The Consultant will add the Contracting Entity as an additional insured to its cyber liability insurance policy and provide to the Contracting Entity certificates of insurance evidencing the foregoing upon the Contracting Entity's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Consultant's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and Contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from Contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a Contract or agreement with the County.
- B. "County" shall mean the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the Contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended Contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and Contract language.

All solicitations and all new, renewed, extended, and/or amended Contracts shall contain language, which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded Contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new Contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing Contract, and failure to cure the breach within ten days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the Contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new Contract, or renewal, extension or amendment of an existing Contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in

payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following Contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A Contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular Contractor;
3. A purchase made through a State or Federal Contract;
4. A Contract where State or Federal monies are used to fund service-related programs including, but not limited to, voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement;
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process;
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National Contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and intermember with existing supplies, equipment, or systems maintained by the County pursuant to the Los Angeles Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision;

12. A nonagreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual Section P-0900 or a successor provision;
 14. Other Contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County Contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the Contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the Contract; and/or,
 2. Pursuant to Chapter 2.202, seek the debarment of the Contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2024)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Certificate.

Note: You are encouraged to notify all employees whose wages for 2024 are less than \$66,819 that they may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you

must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 3, 2025.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/FormsPubs. Or you can go to www.irs.gov/OrderForms to order it.

How Will My Employees Know if They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the Instructions for Form 1040.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2024 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2024 and owes no tax but is eligible for a credit of \$800, they must file a 2024 tax return to get the \$800 refund.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	4/9/2025				
BOARD MEETING DATE	5/6/2025				
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th				
DEPARTMENT(S)	Internal Services Department				
SUBJECT	Award 17 Job Order Contracts for Maintenance, Repair, Remodeling, and Refurbishment of County Infrastructure and Facilities				
PROGRAM					
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:				
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.				
DEADLINES/ TIME CONSTRAINTS					
COST & FUNDING	Total cost: N/A	Funding source: N/A			
	TERMS (if applicable):				
	Explanation: Maintenance, repair, refurbishment, remodeling, and alteration work will be funded through the appropriate maintenance, capital, refurbishment, or infrastructure project budgets.				
PURPOSE OF REQUEST	This action is to make environmental findings; approve and adopt two Job Order Contract unit price books from Job Order Contract Consultants: Cannon/Parkin, Inc., dated March 2025, and The Gordian Group, Inc., dated March 2025; advertise for bids to be received; approve and authorize the Director of Internal Services Department, or designee, to award and execute 17 separate Job Order Contracts to the lowest responsive and responsible bidders; and approve the issuance of Work Orders.				
BACKGROUND (include internal/external issues that may exist including any related motions)	The proposed 17 JOCs will be utilized by the Program and Project Management Division of ISD Operations Services to complete Facility Reinvestment Program (FRP) projects and Client Department Funded (CFP) capital, maintenance, and renovation projects.				
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:				
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:				
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Thomas DeSantis, P&PM Division Manager, (323) 267-3467, TDesantis@isd.lacounty.gov				



County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

MICHAEL OWH
Director

Speed. Reliability. Value.

Telephone: (323) 267-2101
FAX: (323) 264-7135

May 6, 2025

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AWARD 17 JOB ORDER CONTRACTS
FOR MAINTENANCE, REPAIR, REMODELING, AND REFURBISHMENT
OF COUNTY INFRASTRUCTURE AND FACILITIES
ADOPT AND ADVERTISE VARIOUS SPECIFICATIONS
(ALL DISTRICTS – 3 VOTES)**

SUBJECT

This action is to make environmental findings; approve and adopt two Job Order Contract unit price books from Job Order Contract Consultants: Cannon/Parkin, Inc., dated March 2025, and The Gordian Group, Inc., dated March 2025; advertise for bids to be received; approve and authorize the Director of Internal Services Department, or designee, to award and execute 17 separate Job Order Contracts to the lowest responsive and responsible bidders; and approve the issuance of Work Orders.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the adoption of the two Job Order Contract unit price books from Cannon/Parkin, Inc., dated March 2025, and The Gordian Group, Inc., dated March 2025, approval for advertisement for bids, the proposed award of 17 Job Order Contracts, and related recommended actions are not a project under the California Environmental Quality Act, and that issuance of Work Orders for projects that have previously been determined to be exempt from the California Environmental Quality Act are within the scope of the previous exemption findings under the California Environmental Quality Act, for the reasons stated in this letter and in the record of the proposed action.

2. Approve and adopt The SimpleBid Book Job Order Contracting Unit Price Catalog prepared by Cannon/Parkin, Inc., dated March 2025.
3. Approve and adopt the Job Order Contract Construction Task Catalog and Specifications prepared by The Gordian Group, Inc., dated March 2025.
4. Instruct the Executive Officer of the Board to advertise for bids to be received by 3 p.m. Pacific Time on June 2, 2025, and Internal Services Department to publicly open bids on June 3, 2025, for eight (8) separate Job Order Contracts (JOC207, JOC209, GEJOC207, HVACJOC35, HVACJOC37, ROOFJOC21, ROOFJOC23, AND FIREJOC2) using Cannon/Parkin, Inc.'s SimpleBid Job Order Contract System, in accordance with the Notice Inviting Bids.
5. Instruct the Executive Officer of the Board to advertise for bids to be received by 3 p.m. Pacific Time on June 2, 2025, and Internal Services Department to publicly open bids on June 3, 2025, for nine (9) separate Job Order Contracts (JOC205, JOC206, JOC208, GEJOC206, HVACJOC34, HVACJOC36, ROOFJOC20, ROOFJOC22 and FIREJOC1) using The Gordian Group, Inc.'s Job Order Contract System, in accordance with the Notice Inviting Bids.
6. For each of the 17 Job Order Contracts, authorize the Director of Internal Services Department, or designee, to make the determination that a bid is nonresponsive and to reject a bid on that basis; to award to the next lowest responsive and responsible bidder; and to waive inconsequential and non-material deficiencies in bids submitted, in accordance with the bid specifications.
7. Approve and authorize the Director of Internal Services Department, or designee, to award and execute (7) general and (10) specialty Job Order Contract agreements, which consist of: four (4) heating, ventilating, and air conditioning, three (4) roofing, and two (2) fire protection in the form previously approved by County Counsel, and to establish the effective date following receipt of approved Faithful Performance and Payment for Labor and Materials Bonds and evidence of the required insurance by the contractors. Agreements JOC205, JOC206, JOC207, GEJOC206, GEJOC207, HVACJOC34, HVACJOC35, HVACJOC36, HVACJOC37, ROOFJOC20, ROOFJOC21, FIREJOC1, and FIREJOC2 are each for a not-to-exceed amount of \$5.7 million. Agreements JOC208, JOC209, ROOFJOC22, and ROOFJOC23 are each for a not-to-exceed amount of \$3 million. The aggregate not-to-exceed amount of the 17 Job Order Contracts is \$86,100,000.
8. For each of the 17 Job Order Contracts, authorize the Director of Internal Services Department, or designee, to issue Work Orders for projects that are not subject to the State Public Contract Code, including maintenance work, as applicable, in an amount not-to-exceed \$330,000 per Work Order, subject to the limitation that the aggregate amount of all Work Orders issued under a particular Job Order Contract does not exceed the \$5,700,000 contract amount of the Job Order Contract for agreements JOC205, JOC206, JOC207, GEJOC206, GEJOC207, HVACJOC34, HVACJOC35, HVACJOC36, HVACJOC37, ROOFJOC20, ROOFJOC21, FIREJOC1, and FIREJOC2, and \$3 million for agreements JOC208, JOC209, ROOFJOC22, and ROOFJOC23. For all Work Orders in excess of \$150,000 on projects that are not subject

to the State Public Contract Code, the Board will be notified, one week in advance, with a Board memo.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will make findings under the California Environmental Quality Act (CEQA); adopt two Job Order Contracts (JOCs) Unit Price Books from JOC Consultants: Cannon/Parkin, Inc., dated March 2025, and The Gordian Group, Inc., dated March 2025; advertise for bids to be received and opened for 17 JOCs, which does not include specific projects; authorize the Director of Internal Services Department (ISD), or designee, to determine that a bid is nonresponsive and to reject a bid on that basis, including the authority to waive inconsequential and nonmaterial deficiencies, award and execute 17 JOC agreements, and issue corresponding JOC Work Orders for projects that are within the scope of previous findings of exemption under CEQA.

JOC is a competitively procured, flexible, cost-effective unit price contracting method used by ISD to accomplish maintenance, repair, refurbishment, remodeling, and alteration of County infrastructure and facilities without extensive plans and specifications. The State Public Contract Code (PCC) provides that JOCs are annual contracts that may be awarded for repair, refurbishment, remodeling, or other repetitive work but not for new construction. The JOC delivery method reduces administrative requirements and lowers direct construction costs while meeting all Federal, State, and County procurement requirements. The recommended JOCs will augment ISD's ability to effectively maintain, repair (including emergency repairs), refurbish, and remodel County infrastructure and facilities.

The proposed 17 JOCs will be utilized by the Program and Project Management Division of ISD Operations Services to complete Facility Reinvestment Program (FRP) projects and Client Department Funded (CFP) capital, maintenance, and renovation projects. For purposes of clarification on the approval processes discussed herein, FRP projects are approved by the Board of Supervisors (Board) by "Cohort", in which multiple projects are recommended for approval within a single Board letter to provide a program view. CFP funded projects are recommended for approval as individual Board letters for individual projects as departments tend to fund them one at a time.

Eight (8) previously approved JOCs will reach their capacity limits by April 2026. To ensure that projects continue without delays or contract expirations, the proposed Board Letter will augment the existing JOC contract capacities, allowing ISD to proceed with project delivery without interruption.

ISD will utilize Board-approved, as-needed consultants for design/engineering services to augment JOC Work Orders. JOCs will be utilized to complete maintenance, repair, refurbishment, remodeling, and alteration projects. ISD will obtain the necessary jurisdictional approvals, as required, for the proposed projects.

In addition to the FRP projects, all other proposed work for projects costing less than the statutory "Force Account" limit of \$50,000 will be performed by in-house crafts staff, except in circumstances such as timeline conflicts, capacity, project complexity etc., that would require ISD to use a contractor. Of the 71 FRP projects in Cohorts 3 and 4, ISD is delivering 60, the Department of Public Works is

delivering 9, and 2 were cancelled. Of the 268 ISD projects in FRP, ISD in-house crafts is currently delivering (in whole or in part) 28 projects, or 10 percent of the projects.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support the County's Strategic Plan: North Star 1: Make Investments that transform lives, Focus Area Goal B. Employment and Sustainable Wages, Strategy iii. Job Creation; North Star 2: Foster vibrant and resilient communities, Focus Area Goal E. Economic Health, Strategy ii. Small Businesses; and North Star 3: Realize tomorrow's government today, Focus Area Goal G. Internal Controls and Processes, Strategy ii. Manage and Maximize County Assets by investing in public infrastructure, continually assessing our efficiency and effectiveness, maximizing and leveraging our resources, and holding ourselves accountable.

In an effort to provide opportunities for Community Based Enterprises (CBE), a \$3 million dollar contract value was established for Agreements JOC208, JOC209, ROOFJOC22, and ROOFJOC23. This lower contract value is an opportunity for CBEs, and other historically underutilized contractors to participate in County procurements and become familiar with Job Order Contracting.

To increase its contractor pool, ISD launched an outreach program in the Spring of 2024. This outreach program consists of a team comprised of staff assigned to targeted matchmaking events. At these events, the team registers contractors into the County vendor portal, represents the County's many contracting opportunities, and provides access to resources and a point of contact for interested parties. The program also interfaces with and markets to contractor associations such as the Construction Contractors Alliance, BuildOUT California, National Association of Women in Construction, U.S. Minority Contractors Association, National Hispanic Construction Association of California, Asian American Contractors & Professionals Association, Rainbow Chamber of Commerce, and others.

Bonding assistance, provided by Merriwether & Williams Insurance Services, is offered at no charge to participating contractors. The Contractor Development and Bonding Program (CDBP) offers various services such as business assessments, workshops and training for business development, and cost subsidies in an effort to help contractors grow in bonding capacity and performance which enables them to be more capable in bidding and performing successfully on County contracts.

The JOC contracts will include the requirement for the contractors to prepare and submit a comprehensive annual Community Based Enterprise (CBE) and Preference Program Enterprise (PPE) Subcontracting Plan that outlines their commitment to achieve 25% CBE and PPE (certified by Los Angeles County) subcontracting utilization under the Contract, along with a quarterly CBE and PPE Utilization Report to ISD. This will ensure that work for JOCs is more equitably awarded (through subcontracting) to the County's vendor community, specifically its Local Small Business Enterprises (LSBE) and Community Based Enterprises (CBE).

FISCAL IMPACT/FINANCING

Maintenance, repair, refurbishment, remodeling, and alteration work will be funded through the appropriate maintenance, capital, refurbishment, or infrastructure project budgets. ISD's Fiscal Year

(FY) 2024-25 Adopted Budget included \$106.80M in appropriation for JOC capacity. The remaining of the \$159.60M 2023 JOC capacity that will be available for FY 2024-25 is approximately \$40.14M. The remaining of the \$88.40M 2024 JOC capacity that will be available for FY 2025-26 is projected at \$35.00M. The new capacity sought by ISD Operations Service of \$86.1M plus the total \$35.00M balance from FY 2024-25 will equal to \$121.1M in JOC available capacity for FY 2025-26. Because the agreements cross fiscal years, ISD will request necessary appropriation in FY 2024-25 and FY 2025-26 through budget submissions and/or budget adjustments. JOC agreements have a one-year term, and any remaining balance expires at the end of the term. ISD will only incur JOC expenditures to the extent that they are offset through Chief Executive Office, County department, and within available appropriation. There are no minimum obligations on these contracts (refer to chart below).

Year	Capacity	*Awarded Capacity	FY 2024-25 Estimated Capacity Usage	FY 2025-26 Available Capacity
2023 JOC	\$159,600,000	\$148,200,000	\$40,140,000	\$0
2024 JOC	\$88,400,000	\$59,300,000	\$24,300,000	\$35,000,000
2025 Proposed JOC	\$86,100,000	TBD	\$0	\$86,100,000
Total	--		\$64,440,000	\$121,100,000

*Represents the total amount ISD awarded to JOC contractors.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board's Civic Art Policy, last amended on August 4, 2020, is exempt from allocation to the proposed contracts as this action does not approve any specific capital improvement or refurbishment project. Individual projects will be evaluated to determine applicability to the Board's Civic Art Policy.

For each of the 17 JOCs, the Director of ISD, or designee, is authorized, under the Los Angeles County Code, Section 2.81.050, and in accordance with the authority provided by PCC sections 20128.5 and 20145, to issue Work Orders for projects that are subject to the PCC, including repair, remodeling and refurbishment work, in an amount not-to-exceed \$330,000 per Work Order, subject to the limitation that the aggregate amount of all Work Orders issued under a particular Job Order Contract does not exceed the \$5,700,000 contract amount of the Job Order Contract for agreements JOC205, JOC206, JOC207, GEJOC206, GEJOC207, HVACJOC34, HVACJOC35, HVACJOC36, HVACJOC37, ROOFJOC20, ROOFJOC21, FIREJOC1, and FIREJOC2, and \$3 million for agreements JOC208, JOC209, ROOFJOC22, and ROOFJOC23.

ISD will seek advance approval from the Board for all repair, remodeling, refurbishment projects that exceed the delegated authority limits set forth in the County Code and/or the County's fiscal manual.

Approval of the recommended actions will authorize the Director of ISD to issue Work Orders for projects that are not subject to the PCC, including maintenance work, as applicable, in an amount not-to-exceed \$5,700,000 per Work Order for agreements JOC205, JOC206, JOC207, GEJOC206, GEJOC207, HVACJOC34, HVACJOC35, HVACJOC36, HVACJOC37, ROOFJOC20, ROOFJOC21, FIREJOC1, and FIREJOC2, and \$3 million for agreements JOC208, JOC209, ROOFJOC22, and

ROOFJOC23, subject to the limitation that the aggregate amount of all Work Orders issued under a particular JOC does not exceed the \$5,700,000 contract amount of the JOC for agreements JOC205, JOC206, JOC207, GEJOC206, GEJOC207, HVACJOC34, HVACJOC35, HVACJOC36, HVACJOC37, ROOFJOC20, ROOFJOC21, FIREJOC1, and FIREJOC2, and \$3 million for agreements JOC208, JOC209, ROOFJOC22, and ROOFJOC23.

Pursuant to the Board Motion adopted on October 31, 2017, ISD will provide a Board notification, one week in advance, for all Work Orders more than \$150,000 that are not subject to the State PCC, unless prohibited by law, regulation, or funding source. PCC Section 20128.5 allows an individual JOC to have a single year term and a maximum value of \$5,700,000 per JOC. A 1997 amendment to the State PCC allows annualized increases in the maximum contract value, based on the California Consumer Price Index.

ENVIRONMENTAL DOCUMENTATION

The approval of JOC205, JOC206, JOC207, GEJOC206, GEJOC207, HVACJOC34, HVACJOC35, HVACJOC36, HVACJOC37, ROOFJOC20, ROOFJOC21, FIREJOC1, FIREJOC2, JOC208, JOC209, ROOFJOC22, and ROOFJOC23 and other related actions are not a project under California Public Resources Code section 21065 and are excluded from the definition of a project under Section 15378 (b)(4) and (5) of the State CEQA Guidelines, because they involve the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment or are organizational or administrative activities of government which will not result in direct or indirect physical changes in the environment.

Issuance of Work Orders for previously approved projects not subject to the State PCC are within the scope of the findings of exemption as determined by your Board on May 22, 2019, December 17, 2019, November 30, 2021, and February 7, 2023, for FRP projects. The scope of projects includes alterations, renovations, repair, and refurbishment of existing facilities. The approved work was previously determined to be exempt under Sections 15301 (a), (d), and (l), 15302 (b) and (c), and 15303 of the CEQA Guidelines and Classes 1(c), (d), (h), (i), (j), (l) and (m), 2(a), (b) and (e), and 3 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G because the projects involved maintenance and repair of existing facilities and structures with negligible or no expansion of existing use; and replacement of existing facilities or components at the same site with facilities of substantially the same purpose and capacity. There have been no changes to the work previously found to be exempt since the time of approval that require additional findings under CEQA.

For all other Work Orders that may be issued in the future under the 17 JOCs, the proposed work is similarly anticipated to meet the requirements for categorical exemption under CEQA since the work will consist of the repair and building system replacement projects at County buildings and facilities with negligible or no expansion of use and where replacement facilities or components will have the same purpose and capacity. As Work Orders are proposed under the 17 approved JOCs for work not previously found to be exempt under CEQA, ISD will review each proposed activity and determine whether exemptions apply prior to the issuance of Work Orders. ISD will return to the Board to

recommend appropriate CEQA findings and approval of issuance of individual Work Orders for any work which is not exempt, prior to issuance of Work Orders for any such work.

CONTRACTING PROCESS

The Executive Officer of the Board will advertise the JOC invitation for bids in various publications throughout the County of Los Angeles, including hyper-local and ethnic media. Additionally, ISD will post the Invitation for Bids on the County's "Doing Business with the County" website and Vendor Self Service (VSS) Portal, as well as on ISD's Facebook, LinkedIn, Instagram, and Twitter.

The recommended JOCs will be solicited on an open-competitive basis and in accordance with applicable Federal, State, and County requirements. The County will award contracts to the lowest responsive and responsible bidder pursuant to the State PCC.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The use of these JOCs will expedite the completion of maintenance, repair, refurbishment, remodeling, and alteration of County infrastructure and facilities work managed by ISD. Minor impacts to tenant departments may occur while such work is underway. ISD will coordinate with each of the affected departments and the JOC contractors to phase and schedule the work to minimize disruption to facility operations and to maintain public access to the greatest extent possible.

There is no employee impact. JOCs are intended to augment, but not replace the County workforce, and to ensure our ability to respond to emergent requirements.

CONCLUSION

Please return one adopted copy of the board letter to the ISD Operations Services and the Chief Executive Office – Capital Programs Division.

Respectfully submitted,

Michael Owh
Director

MO:QH:ME:TD:kc

Enclosures

C: Executive Office, Board of Supervisors
Chief Executive Officer
County Counsel

ENCLOSURE A

**INTERNAL SERVICES DEPARTMENT
AWARD 17 JOB ORDER CONTRACTS
FOR MAINTENANCE, REPAIR, REMODELING, AND REFURBISHMENT
OF COUNTY INFRASTRUCTURE AND FACILITIES
ADOPT AND ADVERTISE VARIOUS SPECIFICATIONS
(ALL DISTRICTS – 3 VOTES)**

PUBLISHING LEGAL ADVERTISEMENTS: In accordance with the State of California Public Contract Code Section 20125, you may publish once a week for two weeks in a weekly newspaper, or ten times in a daily newspaper. However, the first publication must appear at least 10 days prior to the bid opening date. Forward three reprints of this advertisement to the County of Los Angeles, Internal Services Department, Operations Services, Program and Project Management Division, 1100 N. Eastern Avenue, Los Angeles, California 90063.

**OFFICIAL NOTICE
INVITING BIDS**

Notice is hereby given that Internal Services Department (ISD) will receive electronic bids for furnishings, materials, labor, and equipment required to complete construction for the following 17 separate Job Order Contracts (JOCs):

- GENERAL BUILDING: JOC205, JOC206, JOC207, JOC208, JOC209
- GENERAL ENGINEERING: GEJOC206, GEJOC207
- FIRE PROTECTION: FIREJOC1, FIREJOC2
- HEATING, VENTILATING, AND AIR CONDITIONING (HVAC): HVACJOC34, HVACJOC35, HVACJOC36, HVACJOC37
- ROOFING: ROOFJOC20, ROOFJOC21, ROOFJOC22, ROOFJOC23

Copies of the Solicitation Documents may be downloaded free of charge by visiting the following websites:

- [Doing Business With – Los Angeles County \(lacounty.gov\)](https://doingbusinesswith.lacounty.gov/)
- <https://lacovss.lacounty.gov/webapp/vsspsrv11/altselfservice>

JOC205, JOC206, JOC207, GEJOC206, GEJOC207, HVACJOC34, HVACJOC35, HVACJOC36, HVACJOC37, ROOFJOC20, ROOFJOC21, FIREJOC1, and FIREJOC2 will have a one (1) year term and a Maximum Contract Value of \$5,700,000. JOC208, JOC209, ROOFJOC22, and ROOFJOC23 will have a one (1) year term and a Maximum Contract Value of \$3,000,000. The contract, if awarded, will be awarded to a responsible contractor with the lowest responsive bid; however, the County reserves the right to reject any and all bids or to waive inconsequential and non-material errors and discrepancies.

Bidders must comply with the provisions of the Bidding Requirements and General Conditions concerning bid guarantee, contract bonds, and insurance requirements. Bidders must possess a valid license, for the applicable JOC, at the time of bid. License requirements for each of the JOCs are summarized below:

Type	Classification	License
General	General Building (JOC205, JOC206, JOC207, JOC208, JOC209)	B
	General Engineering (GEJOC206, GEJOC207)	A
Specialty	Fire Protection (FIREJOC1, FIREJOC2)	C-16
	Heating, Ventilating and Air-Conditioning (HVACJOC34, HVACJOC35, HVACJOC36, HVACJOC37)	C-20
	Roofing (ROOFJOC20, ROOFJOC21, ROOFJOC22, ROOFJOC23)	C-39

Bids must be submitted electronically via Los Angeles County's Vendor Self Service (VSS) portal by 3 p.m. Pacific Time (PT) on June 2, 2025, and no bids may be submitted after that date and time. It is the sole responsibility of the submitting Bidder to ensure that its bid is received before the submission deadline. Submitting Bidders shall bear all risks associated with delays. **No hand-delivery, mail-in, facsimile (fax), or electronic mail (e-mail) copies will be accepted.** The bids must be submitted on the bid forms included in the Bidder's Instructions. The bids shall be opened publicly on June 3, 2025, at 3:00 p.m., via MS Teams. To receive the Microsoft Teams (MS Teams) link Bid Opening, please contact: jocsolicitation@isd.lacounty.gov.

- To submit a bid, Bidders must be registered with the VSS portal at: <https://lacovss.lacounty.gov/webapp/vsspsrv11/altselfservice>
- For VSS registration, please refer to the Vendor Help Guide at: <https://lacovss.lacounty.gov/LoginExternal/Forms/VendorHelpGuideMenu.pdf>
- For technical assistance, please contact the ISD eCAPS Help Desk at: edl-eproc_func@isd.lacounty.gov

All questions about the meaning or intent of the Solicitation Documents shall be submitted to the County in writing, via email, at jocsolicitation@isd.lacounty.gov. Questions shall be answered via a formal written Addendum issued by ISD. Questions must be received by May 28, 2025. Only questions answered by formal written Notice will be binding. Oral and other interpretations or clarifications will be without legal effect.

ISD will hold a **single mandatory pre-bid conference** on-line via MS Teams for all the listed JOCs at 10:00 a.m. on May 23, 2025, to provide information on the JOC, bidding process, and answer any questions that potential Bidders may have. It is **required** that the pre-bid conference be attended by the president/owner of the bidding organization or by a duly appointed and documented in writing designee of each Bidder. In the

Enclosure A
May 6, 2025
Page 3

County's sole discretion, failure to comply with this requirement may be a basis to reject the bid as nonresponsive. To pre-register and receive the MS Teams link for the pre-bid conference, please contact: jocsolicitation@isd.lacounty.gov.

OTHER INSTRUCTIONS

The County supports and encourages equal opportunity contracting. The contractor shall make good faith efforts, as defined in Section 2000 of the State Public Contract Code, relating to contracting with Community Business Enterprises.

The Board of Supervisors reserves the right to reject any or all bids or to waive technical errors and discrepancies in bids submitted in the public's interest.

Si necesita información en español, por favor llame al telefono (323) 267-2344.



Upon 72 hours' notice, ISD can provide program information and publication in alternate formats or make other accommodations for people with disabilities. In addition, program documents are available at our office in Los Angeles (1100 N. Eastern Avenue, Los Angeles), which is accessible to individuals with disabilities. To request accommodations ONLY, or for more ADA information, please contact our departmental ADA Coordinator at (323) 881-4599 or (323) 267-2445, Monday through Thursday, from 7:00 a.m. to 5:30 p.m.



Con 72 horas de notificación, ISD puede proporcionar información y publicaciones sobre el programa y formas alternas o hacer otras comodidades para gente incapacitada. Además, documentación sobre el programa está disponible en nuestra oficina principal en Los Angeles (1100 N. Eastern Avenue, Los Angeles) lo cual es accesible para individuos con incapacidades. Para solicitar comodidades SOLAMENTE, o para mas información del ADA, pongase en contacto con nuestro Coordinador del ADA del departamento al (323) 881-4599 or (323) 267-2432, de Lunes a Jueves de 7:00 a.m. a 5:30 p.m.

By order of the Board of Supervisors of the County of Los Angeles, State of California, dated May 6, 2025.

EDWARD YEN, EXECUTIVE OFFICER
OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES