



Board of Supervisors Operations Cluster Agenda Review Meeting

DATE: September 3, 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):

A) SD 5 - AB2561 VACANCIES REPORT BACK AT PUBLIC HEARING

- B) SD 5 - RENAMING THE CASTAIC SPORTS COMPLEX TO RYAN M.
CLINKUNBROOMER CASTAIC SPORTS COMPLEX

4. DISCUSSION ITEM(S):

- A) Board Letter:
REQUEST FOR APPROVAL TO AWARD AND EXECUTE ONE CONTRACT
FOR E-PROCUREMENT SYSTEM AND RELATED SERVICES AND APPROVE
THE FY 2025-26 APPROPRIATION ADJUSTEMENT
ISD/CIO - Christie Carr, Contracting Division Manager
- B) Board Letter:
TEN-YEAR LEASE
FIRE DEPARTMENT
6167 BRISTOL PARKWAY, CULVER CITY
CEO/RE - Alexandra Nguyen-Rivera, Section Chief, Leasing
- C) Board Memo:
ADVANCE NOTIFICATION OF INTENT TO NEGOTIATE AN EXTENSION OF
SOLE SOURCE AGREEMENT NO. H-212780 WITH ESO SOLUTIONS, INC.
DHS/CIO - Richard Tadeo, BSN, RN, Director, EMS Agency
Kevin Lynch, Chief Information Officer
Julio Alvarado, Director, Contracts Administration and Monitoring and
Stacey Asada, Contracts and Grants Manager

5. PRESENTATION ITEM(S):

None.

6. ADJOURNMENT

UPCOMING ITEMS FOR SEPTEMBER 10, 2025:

- A) CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA TREASURER AND
TAX COLLECTOR WAREHOUSE DEFERRED MAINTENANCE REPAIRS
PROJECT APPROVE CONSTRUCTION CHANGE ORDERS
SPECS. 7793; CAPITAL PROJECT NOS. 87787 AND 89245
FISCAL YEAR 2025-26
DPW/CEO-CP - Vincent Yu, Deputy Director
- B) COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS TO
IMPLEMENT THE FISCAL YEAR 2025-2026 FINAL CHANGES BUDGET AND
OTHER CLASSIFICATION/COMPENSATION ACTIONS
CEO/CLASS - Jennifer Revuelta, Principal Analyst
- C) RESPONSES TO THE 2024-2025 CIVIL GRAND JURY FINAL REPORT
RECOMMENDATIONS
CEO/POLICY – Carrie Miller, Senior Manager and
Paul Nakashima, Senior Analyst

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

MOTION BY SUPERVISOR KATHRYN BARGER

SEPTEMBER 16, 2025

AB 2561 VACANCIES REPORT BACK AT PUBLIC HEARING

Assembly Bill (AB) 2561 (McKinnor) became effective January 1, 2025. This bill requires Los Angeles County to present on vacancies, and recruitment and retention efforts at a public hearing before the Board of Supervisors at least once per fiscal year prior to the County’s adoption of the Final Budget. The County’s recognized employee organizations are entitled to present at the specified public hearing.

For Fiscal Year 2025-26, the County must hold this hearing before it adopts its Final Budget during the Supplemental Budget phase, scheduled to be considered by the Board of Supervisors on September 30, 2025. It is therefore necessary to schedule this public hearing for the Board’s regularly scheduled public hearing agenda on September 23, 2025.

I, THEREFORE, MOVE that the Board of Supervisors:

- 1. Set September 23, 2025, as the date for the AB 2561 public hearing;
- 2. Direct the Chief Executive Officer to notify County unions of the hearing date and the opportunity to present; and
- 3. Direct the Executive Officer, in collaboration with the CEO, to develop procedures for the AB 2561 public hearings.

#

KB:mvvs

MOTION

SOLIS	_____
MITCHELL	_____
HORVATH	_____
HAHN	_____
BARGER	_____

MOTION BY SUPERVISOR KATHRYN BARGER

SEPTEMBER 16, 2025

**RENAMING THE CASTAIC SPORTS COMPLEX TO RYAN M. CLINKUNBROOMER
CASTAIC SPORTS COMPLEX**

On September 16, 2023, Deputy Ryan M. Clinkunbroomer, an eight-year veteran of the Sheriff's Department was shot and killed while on duty in Palmdale. Deputy Clinkunbroomer was a fourth-generation member of the Sheriff's Department. His father, mother, grandfather, and great-grandfather all served the Los Angeles County Sheriff's Department.

Deputy Ryan Clinkunbroomer was courageous and kind, and someone others could always count on. As a field training officer, he took great pride in guiding and mentoring new officers, showing them not just how to do the job but how to do it with integrity and heart. To those he trained, he wasn't just a trainer; he was an inspiration and role model they would carry with them always. Most of all, Deputy Clinkunbroomer will be remembered as someone who cared and was dedicated to serving his community. To

--- MORE ---

MOTION

SOLIS	_____
MITCHELL	_____
HORVATH	_____
HAHN	_____
BARGER	_____

honor the memory of Deputy Ryan M. Clinkunbroomer, his family in partnership with the Association for Los Angeles Deputy Sheriffs (ALADS) will establish an annual scholarship to support youth programs at the Castaic Sports Complex.

I, THEREFORE, MOVE that the Board of Supervisors:

1. Approve the renaming of the Castaic Sports Complex as the “Ryan M. Clinkunbroomer Castaic Sports Complex” and,
2. Find that the proposed project is categorically exempt from the California Environmental Quality Act (CEQA). The project involves the installation of new signage and a plaque and is within a class of projects determined not to have a significant effect on the environment, meeting the criteria set forth in Section 15311(a) of the State CEQA Guidelines and Class 11(d) of the County’s Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the project records, it will comply with all applicable regulations and is not located in a sensitive environment. There are no cumulative impacts, unusual circumstances, damage to scenic highways, listings on hazardous waste site lists compiled under Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

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I, FURTHER, MOVE that the Board of Supervisors direct the Director of Parks and Recreation to:

1. Install new signage for the amount of \$30,000 using Fifth District Measure A funds; and,
2. Authorize the Director of Parks and Recreation, or her designee, to facilitate a partnership between LA County Parks Foundation and the Association for Los Angeles Deputy Sheriffs (ALADS) for the development of an annual scholarship to support youth programs at the Castaic Sports Complex.

#

KB: sctem

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BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	9/3/2025
BOARD DATE	9/30/2025
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 to award and execute one contract to provide a contractor-hosted e-Procurement software as a service (SaaS) system and related implementation and support services for the County and approve appropriation adjustment
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	None.
COST & FUNDING	<div> <div>Total cost: \$38,359,556.00 for the 10-year term</div> <div>Funding source: The County's IT Investment Board (ITIB) approved using the IT Legacy Modernization funding to fund \$17,356,413 million of the contract costs, of which \$8.79 m will be transferred to ISD's FY2025-26 Operating Budget. Approval of the attached appropriation adjustment will allocate funding from obligated fund balance Committed for IT Enhancements to ISD for this purpose. Sufficient appropriation will be requested in future years.</div> </div> <p>TERMS: Initial contract term of five years and five one-year extension options, for a maximum total contract term of ten (10) years, effective after Board approval and final execution (October 2025). The contract includes the County's standard terms and conditions and contains all of the Board's required contract provisions.</p> <p>Explanation: The contract will provide a procurement system for both goods and services throughout the County which will standardize processes and improve accessibility and transparency in the County's procurement practices, aligning with the Board's goals for modern operations. The contract includes fixed pricing for contract tasks and deliverables including subscription fees and pricing for fully burdened hourly rates for professional services. The contract allows for optional pool dollars for the professional services including addition/deletion of functions, customizations, new/modified reports, additional interfaces, configuration/consulting services and/or training.</p>
PURPOSE OF REQUEST	(1) Approval of recommendation number one is to award and execute one contract with Ivalua, Inc. (Ivalua) to provide a contractor-hosted e-procurement software as a service (SaaS) system and related services which will allow ISD (and the County) to implement a modern e-procurement system that will streamline and automate procurement processes. The system will support the entire procurement lifecycle, including Board-approved service contracts; (2) Approval of recommendation number two will allow ISD to effectively manage the contract through its term; (3) Approval of recommendation number three will allow ISD to accept and utilize \$8.79 million from the Committed for IT Enhancements fund to ISD's FY2025-26 Operating Budget for contract implementation costs.
BACKGROUND (include internal/external issues that may exist including any related motions)	The County's Auditor-Controller currently contracts for the County's Electronic Countywide Accounting and Purchasing System (eCAPS), a centralized Enterprise Resource Planning (ERP) system that supports Countywide financial, procurement, and human resource operations. eCAPS enables departments to manage budgets, contracts, purchasing, payroll, and vendor interactions through a unified platform. All commodities and some specialized services that are subject to Purchasing Agent authority are procured through eCAPS' procurement module. However, service contracts that are subject to approval by the Board of Supervisors are not procured through eCAPS. To ensure that ISD meets the needs of the County, procurement staff, and vendors, and to improve procurement processes Countywide, ISD is shifting from the current eCAPS procurement model to a state-of-the-art SaaS e-procurement system with the functionality to handle all aspects of procurement.
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: The new e-Procurement system will enhance equity and inclusion in County contracting by simplifying access for small, local, and diverse businesses and standardization in County contracting processes which will reduce inconsistencies. By standardizing processes and increasing transparency, the system will reduce barriers and improve accessibility to contracting with the County for all vendors, aligning with the Board's goals for equitable, inclusive, and accountable procurement process.
SUPPORT BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
DEPT. CONTACT	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.

September 30, 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
E-PROCUREMENT SYSTEM AND RELATED SERVICES AND APPROVE
THE FY 2025-26 APPROPRIATION ADJUSTMENT
(ALL DISTRICTS – 4-VOTES)**

CIO RECOMMENDATION: X APPROVE

SUBJECT

Request approval to award and execute one contract with Ivalua, Inc. (Ivalua) to provide a contractor-hosted e-Procurement software as a service (SaaS) system and related implementation and support services for the County of Los Angeles (County) and approve the appropriation adjustment.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of the Internal Services Department (ISD), or their designee, to award and execute the recommended contract (Attachment 1), with Ivalua to provide an e-Procurement SaaS system and related services for the County for an initial contract term of five-years, commencing upon execution, with 5 one-year extension options, for a maximum total contract term of 10 years at a total maximum contract sum of \$38,359,556 for the ten-year term, if all option years are exercised.
2. Authorize the Director of ISD, or their designee, to (i) exercise the renewal options in accordance with the recommended contract; (ii) upon review and approval as to form by County Counsel, execute applicable amendments to the contract to

make necessary changes which affect the project schedule, statement of work to add/delete services and/or features and functionality to existing services as they become necessary to meet the County's needs, and/or revise the terms and conditions to align with Board policy changes and directives; and, (iii) execute change orders to the contract for additional costs using pool dollars which are included in the maximum contract sum to acquire Optional Work, provided the amounts payable under such change orders or amendments do not exceed the available amount of pool dollars; and (iv) execute applicable contract amendments should the original contracting entity merge, be acquired, or otherwise have a change of entity.

3. Approve and authorize the attached ISD appropriation adjustment (Attachment 2) to use \$8,790,000 from the obligated fund balance Committed for Information Technology (IT) Enhancements, commonly known as the County's IT Legacy Modernization Fund to fund Fiscal Year (FY) 2025-26 year-one contract implementation costs.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The County's Auditor-Controller currently contracts for the County's Electronic Countywide Accounting and Purchasing System (eCAPS), a centralized Enterprise Resource Planning (ERP) system that supports Countywide financial, procurement, and human resource operations. eCAPS enables departments to manage budgets, contracts, purchasing, payroll, and vendor interactions through a unified platform, ensuring compliance with regulatory requirements. eCAPS currently supports over 120,000 employees and 38 departments, including the County's broad array of services to one of the most culturally diverse communities in the country.

All commodities and some specialized services that are subject to Purchasing Agent authority are procured through eCAPS' procurement module. This allows the County to procure anywhere from \$8-12 billion annually, encompassing social and health services, construction, facility, energy, information technology, professional services and commodities. However, service contracts that are subject to approval by the Board of Supervisors are not procured through eCAPS.

As directed by the Board of Supervisors on September 29, 2020, where the Board approved the Digital Streamlined Contracting and Auditing for Los Angeles County Motion to streamline the County's contracting process through enterprise technology solutions, ISD led a countywide e-Procurement Request for Proposals with the intent of transforming the way that we procure goods/services in the County and to streamline and standardize procurement processes. Following the September 2020 Board Motion, the Board adopted its April 20, 2021, Leveraging the County's Position as a Market

Participant to Promote Equity in County Contracting (ECC) Motion to promote an equitable and inclusive County contracting process and to increase access to over \$8-12 billion in procurement opportunities for small employers. These motions directed actionable recommendations and an implementation timelines to facilitate improvements to contracting processes and identify technology solutions necessary to enable such procurement improvements.

As such, to ensure that ISD meets the needs of the County, procurement staff, and vendors, and to improve procurement processes Countywide, ISD is shifting from the current eCAPS procurement model to a state-of-the-art SaaS e-Procurement system with the functionality to handle all aspects of the procurement lifecycle, including, but not limited to, the following:

- Service Contract Management
- Self-service vendor registration and management
- Automated vendor notifications
- Solicitation management
- Receipt of electronic bid/proposal submissions
- Email notifications and in-app alerts
- Evaluation platform for bids/proposals
- Receiving management
- Universal search of item catalogs
- Manual and electronic invoicing, approval and three-way matching capabilities; and
- Comprehensive reporting, spend analytics, and dashboard capability

The recommended contract will allow ISD to implement a modern SaaS e-Procurement system that will streamline and automate procurement processes across the County and all of its departments. The system will support the entire procurement lifecycle, including Board-approved service contracts. The implementation of this solution is expected to increase efficiency and reduce transaction costs; improve the availability and quality of procurement-related data for decision-making; enhance adaptability to changing laws, policies, and procedures; and expand County capabilities in contract management, administration, and strategic sourcing.

Additionally, the new e-Procurement system will enhance equity and inclusion in County contracting by simplifying access for small, local, and diverse businesses through self-service functionality, automated notifications, user-friendly bid/proposal/invoice submission, and standardization in County contracting processes which will reduce inconsistencies. By standardizing processes and increasing transparency, the system will reduce barriers and improve accessibility to contracting with the County for all vendors, aligning with the Board's goals for equitable, inclusive, and accountable procurement process.

This e-Procurement system represents a comprehensive transformation of the County's procurement operations (both purchasing and service contracting). It will improve efficiency, support data-driven decisions through real-time analytics, and enhance accessibility for small and diverse businesses through simplified processes. Aligned with County goals for equity, transparency, and digital modernization, this transition integrates people, process, and technology to create a more inclusive and accountable procurement environment.

Approval of recommendation number one will allow ISD to award the e-Procurement system and related services contract to meet the immediate and continued need for such services.

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

Approval of recommendation number three will allow ISD to accept and utilize \$8,790,000 from the obligated fund balance Committed for IT Enhancements to ISD's FY2025-26 operating budget for year-one contract implementation costs of the County's e-Procurement System.

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 procurement services and transparency and oversight to Countywide procurements. In addition, it supports Focus Area F: Fiscal Sustainability, by providing a contract that contributes to efficient service delivery and transparent procurement management, with direct benefits to County departments and external vendors.

FISCAL IMPACT/FINANCING

The contract includes fixed pricing for contract tasks and deliverables including implementation/deployment services, hyper-care, subscription fees, and pricing for fully burdened hourly rates for professional services to implement enhanced features, additional training, and support, if required. The contract allows for an additional 20% funding allocation of pool dollars to be used for professional services including but not limited to addition/deletion or modification of the system functions, customizations, new and modified reports, new screens, additional interfaces, configuration services, consulting services and/or additional training.

The total maximum contract sum is \$38,359,556 for the ten-year term, if all option years are exercised. Of the \$38,359,556 maximum contract sum, \$13,680,000 is for one-time implementation fees (inclusive of optional work and the Auditor-Controller design, development, and alignment activities), whereas \$18,286,297 is for SaaS subscription fees to use the system including during the implementation period, with an additional amount of \$6,393,259 in pool dollars, for the entire term of the Contract, including the extension years. See Attachment 3 (Table 1: Total Project Costs, Table 2: Budget Authorization by Fiscal Year and Table 3: Total Project Costs by Contract Years)

Funding for the first three-years of contract costs less the pool dollars will not exceed \$17,356,413 and is currently set aside in an obligated fund balance Committed for IT Enhancements (IT Legacy Modernization Fund). The Information Technology Investment Board (ITIB) approved the recommended contract and year-one contract costs to use \$8,790,000 obligated fund balance Committed for IT Enhancements to the ISD's operating budget to fund FY 2025-26 (Attachment 2) less pool dollars. Approval of the appropriation adjustment to use \$8,790,000 will fund the FY 2025-26 year-one contract implementation costs. ISD will submit appropriation adjustments to fund FY 2026-27 (\$5,090,471) for year-two and FY 2027-28 (\$3,475,471) for year three contract costs, less pool dollars through the mid-year budget adjustment process. All subsequent contract costs and as needed contingency costs will be requested through the annual budget process.

Vendors will not be charged any fees under the recommended contract.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

Given that this is also an IT contract, appropriate provisions were included for confidentiality, the handling of security incidents, proprietary rights for use, and to allow

County to assess liquidated damages on key deliverables for failures by Ivalua to timely complete implementation work, contract payment holdbacks for all deliverables until completion and acceptance by County of each phase or work, and service credits in the service level requirements for unscheduled downtime , as prescribed in the contract. Likewise, very specific severity levels have been identified for defects and system availability. The required limits of applicable insurance for cyber liability, technology errors and omissions are also included.

Due to the highly specialized and technical nature of the contracted services, the recommended contract is not a Proposition A contract and is not subject to the Living Wage Program (County Code Chapter 2.221). As such, the recommended contract does not allow for a cost-of-living adjustment. ISD has determined that the services under the recommended contract do not impact Board Policy No. 5.030, "Low-Cost Labor Resource Program", due to the specialized nature of the services.

In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval", the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components of this request and recommends approval. The OCIO formal CIO Analysis is included herein as Attachment 4.

CONTRACTING PROCESS

On May 27, 2021, ISD released a Request for Proposals (RFP) for the e-Procurement System and Related Services and posted the solicitation and contracting opportunity announcement on the County's "Doing Business with Us" web site (Attachment 5). Notice of the RFP was sent by electronic mail to 8,593 vendors registered with the County, under thirteen commodity codes and it was also sent to twelve vendors on direct distribution via email (Attachment 6). In addition, the contracting opportunity was advertised on ISD's social media platforms including Twitter, LinkedIn, and Instagram. Additionally, to increase opportunities for Preference Program Enterprises, ISD regularly participates in outreach efforts such as vendor fairs with the Office of Small Business, and other County departments where this RFP was also advertised.

On June 10, 2021, 82 vendors attended the mandatory proposer's conference. As a result of the competitive RFP, on August 31, 2021, six proposals were received. All proposals were reviewed for responsiveness and compliance with the minimum requirements as stated in the RFP. All proposals met the minimum requirements set forth in the RFP and, as such, there were no proposals disqualified. The six proposals that met the minimum RFP requirements were then evaluated by an evaluation committee consisting of subject matter experts, along with proposer system demonstrations, in accordance with the evaluation criteria identified in the RFP. ISD invited the top three

highest-ranked proposals to submit a comprehensive implementation assessment plan and present their plans as a component of the final evaluation process.

At the completion of the three-phase evaluation process, Ivalua was identified as the highest-ranked proposer and therefore is recommended for the contract award. Debriefings were conducted for the non-selected proposers who requested such, and no protests were received.

A summary of Community Business Enterprise Program information for the proposers and recommended contractor is attached (Attachment 7). On final analysis, selections were made without regards to gender, race, creed, color or national origin.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended contract will allow ISD to procure a new e-Procurement system which will significantly enhance the County's procurement capabilities and replace legacy systems that lack service contracting functionality and reporting tools. Approval of this contract will allow ISD to immediately begin the phased implementation and increase the County's transparency and accountability as it relates to procurement spending and its standardization of procurement processes to meet Board initiatives and directives.

CONCLUSION

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

Respectfully submitted,

MICHAEL OWH
Director

Respectfully submitted,

PETER LOO
Chief Information Officer

MO:QH:LG:CC

Attachments

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

BOARD LETTER ATTACHMENTS (7)

- 1. Contract**
- 2. Appropriation Adjustment**
- 3. Cost Table**
- 4. Chief Information Officer (CIO) Analysis**
- 5. Solicitation Posting on “Doing Business with US” website, Instagram, Twitter and LinkedIn**
- 6. Contracting Opportunity Announcement and Distribution List**
- 7. Proposer’s Organization Questionnaire/Affidavit and Community Business Enterprise (CBE) Information**



CONTRACT NUMBER ITS-10641-C

CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

IVALUA, INC.

FOR

E-PROCUREMENT SYSTEM AND RELATED SERVICES

CONTRACT NUMBER ITS-10641-C
PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
1.0	APPLICABLE DOCUMENTS	1
2.0	DEFINITIONS	2
2.1	Standard Definitions:	2
3.0	CONTRACTOR RESPONSIBILITIES.....	7
4.0	TERM OF CONTRACT.....	7
5.0	CONTRACT SUM	8
5.1	Maximum Contract Sum.....	8
5.2	Written Approval for Reimbursement.....	8
5.3	Notification of 75% of Maximum Contract Sum	8
5.4	No Payment for Services Provided Following Expiration- Termination of Contract.....	8
5.5	Invoices and Payments	9
5.6	Holdbacks	9
5.7	Default Method of Payment: Direct Deposit or Electronic Funds Transfer	10
6.0	ADMINISTRATION OF CONTRACT - COUNTY	10
6.1	County Administration.....	10
6.2	County's Project Director	10
6.3	County's Project Manager.....	10
6.4	County's Contract Project Monitor	11
7.0	ADMINISTRATION OF CONTRACT - CONTRACTOR.....	11
7.1	Contractor Administration	11
7.2	Contractor's Project Manager	11
7.3	Approval of Contractor's Staff.....	11
7.4	Contractor's Staff Identification.....	11
7.5	Background and Security Investigations.....	11
7.6	Confidentiality	12
8.0	STANDARD TERMS AND CONDITIONS	13
8.1	Changes to Contract.....	13
8.2	Assignment and Delegation/Mergers or Acquisitions.....	13
8.3	Authorization Warranty	14
8.4	Budget Reductions	14
8.5	Complaints Unrelated to Subscription Services and Project Implementation Deliverables	14
8.6	Compliance with Applicable Law.....	15
8.7	Compliance with Civil Rights Laws	15
8.8	Compliance with the County's Jury Service Program.....	15
8.9	Conflict of Interest	16
8.10	Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List.....	17
8.11	Consideration of Hiring GAIN/START Participants	17
8.12	Contractor Responsibility and Debarment	17
8.13	Contractor's Acknowledgement and Notice to its Employees of the Safely Surrendered Baby Law	18
8.14	Contractor's Warranty of Adherence to County's Child Support Compliance Program.....	19
8.15	County's Quality Assurance Plan.....	19
8.16	Damage to County Facilities, Buildings or Grounds.....	19
8.17	Employment Eligibility Verification.....	19
8.18	Counterparts and Electronic Signatures and Representations	20
8.19	Fair Labor Standards.....	20
8.20	Force Majeure	20
8.21	Governing Law, Jurisdiction, and Venue.....	20
8.22	Independent Contractor Status	20
8.23	Indemnification.....	21
8.24	Limitation of Liability.....	22
8.25	General Provisions for all Insurance Coverage	23
8.26	Insurance Coverage.....	25
8.27	Liquidated Damages	26
8.28	Most Favored Public Entity.....	27

CONTRACT NUMBER ITS-10641-C
PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.29	Nondiscrimination and Affirmative Action.....	27
8.30	Non Exclusivity	28
8.31	Notice of Delays.....	28
8.32	Notice of Disputes.....	28
8.33	Notice to Employees Regarding the Federal Earned Income Credit	28
8.34	Reserved.....	28
8.35	Notices	28
8.36	Prohibition Against Inducement or Persuasion	29
8.37	Public Records Act.....	29
8.38	Publicity	29
8.39	Record Retention and Inspection-Audit Settlement	29
8.40	Recycled Bond Paper	30
8.41	Subcontracting	30
8.42	Termination for Breach of Warranty to Maintain Compliance with County’s Child Support Compliance Program ..	31
8.43	Termination for Convenience.....	31
8.44	Termination for Default	31
8.45	Termination for Improper Consideration	32
8.46	Termination for Insolvency.....	32
8.47	Termination for Non-Adherence of County Lobbyist Ordinance.....	32
8.48	Termination for Non-Appropriation of Funds.....	33
8.49	Validity or Unenforceability	33
8.50	Waiver.....	33
8.51	Warranty Against Contingent Fees	33
8.52	Warranty of Compliance with County’s Defaulted Property Tax Reduction Program.....	33
8.53	Termination for Breach of Warranty to Maintain Compliance with County’s Defaulted Property Tax Reduction Program.....	33
8.54	Time Off for Voting.....	33
8.55	Compliance with County’s Zero Tolerance Policy on Human Trafficking	34
8.56	Compliance with Fair Chance Employment Practices	34
8.57	Compliance with the County Policy of Equity.....	34
8.58	Prohibition from Participation in Future Solicitation(s).....	34
8.59	Injury and Illness Prevention Program	34
8.60	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding	34
9.0	UNIQUE TERMS AND CONDITIONS.....	34
9.1	System and Intellectual Property.....	34
9.2	Acceptance	35
9.3	Partial Acceptance for Releases 1 and 2, and Final Acceptance	35
9.4	Suspension	36
9.5	Disabling Device.....	36
9.6	Proprietary Rights	36
9.7	Non-Infringement.....	38
9.8	Pending Litigation.....	38
9.9	Reserved.....	38
9.10	Warranties regarding the System and Services	38
9.11	Other Warranties	39
9.12	Support Services	39
9.13	System Performance Requirements.....	39
9.14	Termination Transition Services	39
9.15	Information Security and Privacy Requirements.....	39
9.16	Data Destruction	40
9.17	Compliance with County's Women in Technology Hiring Initiative	40
10.0	SURVIVAL.....	40

CONTRACT NUMBER ITS-10641-C
PROVISIONS
TABLE OF CONTENTS

EXHIBITS

- A Statement of Work
 - Attachment 1 - Functional Requirements
 - Attachment 2 - Technical Requirements
 - Attachment 3 - Configuration Requirements
 - Attachment 4 - Reserved
 - Attachment 5 - Task/Deliverable Acceptance Form
 - Attachment 6 - Contract Discrepancy Report
 - Attachment 7 - Change Order Request Form
- B Pricing Schedule
- C Contractor's Proposed Implementation Schedule
- D County's Administration
- E Contractor's Administration
- F Reserved
- G Reserved
- H Third Party Products
- I Information Security and Privacy Requirements
- J Subscription Services; Maintenance and Support Services
 - Attachment 1 – Maintenance Hours and Details Per Service Level Purchased
 - Attachment 2 – eProcurement Upgrade Process
 - Attachment 3 – Contractor Data Protection Addendum
 - Attachment 4 – Contractor Guidelines for Configurations

CONTRACT # ITS-10641-C
BETWEEN
COUNTY OF LOS ANGELES
AND
IVALUA, INC.
FOR
e-PROCUREMENT SYSTEM AND RELATED SERVICES

This Contract ("Contract") is made and entered into this ____ day of _____, 2025 ("Effective Date") by and between the County of Los Angeles, hereinafter referred to as County and Ivalua, Inc., hereinafter referred to as "Contractor". Ivalua, Inc. is located at 805 Veterans Blvd, Suite 203, Redwood City, CA 94063 (Contractor Address).

RECITALS

WHEREAS, the County may contract with private businesses for an e-Procurement System and Related Services (collectively, "eProcurement System") when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing an e-Procurement System and Related Services through its commercial solution known as Ivalua SaaS Solutions; and

WHEREAS, this Contract is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services.

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

1.0 APPLICABLE DOCUMENTS

- 1.1** Exhibits A, B, C, D, E, F, G, H, I, and J are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall 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:

- | | | |
|--------------|-----------|--|
| 1.1.1 | Exhibit A | Statement of Work |
| | | Attachment 1: Functional Requirements |
| | | Attachment 2: Technical Requirements |
| | | Attachment 3: Configuration Requirements |
| | | Attachment 4: Reserved |
| | | Attachment 5: Task/Deliverable Acceptance Form |
| | | Attachment 6: Contract Discrepancy Report |
| | | Attachment 7: Change Order Request Form |
| 1.1.2 | Exhibit B | Pricing Schedule |
| 1.1.3 | Exhibit C | Contractor's Proposed Implementation Schedule |

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1.1.4	Exhibit D	County's Administration
1.1.5	Exhibit E	Contractor's Administration
1.1.6	Exhibit F	Reserved
1.1.7	Exhibit G	Reserved
1.1.8	Exhibit H	Third Party Products
1.1.9	Exhibit I	Information Security and Privacy Requirements
1.1.10	Exhibit J	Subscription Services; Maintenance and Support Services
Attachment 1 - Maintenance Hours and Details Per Service Level Purchased		
Attachment 2 – eProcurement Upgrade Process		
Attachment 3 – Contractor Data Protection Addendum		
Attachment 4 – Contractor Guidelines for Configurations		

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

2.0 DEFINITIONS

2.1 Standard Definitions:

- 2.1.1 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 shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.
- 2.1.1.1 **Acceptance (Accepted):** The County's written approval of any tasks, subtasks, Deliverables, and related milestones for implementing the System, and as may be otherwise contained in the applicable Statement of Works (if applicable). For the System itself, Contractor will provide access to the System.
 - 2.1.1.2 **Acceptance Criteria:** As defined in Paragraph 9.2.1 (Acceptance Criteria) of this Contract.
 - 2.1.1.3 **Authorized User:** (a) a natural person, whether an employee, consultant or third-party contractor of County accessing the System on County's behalf pursuant to the terms of this Contract; and (b) a natural person accessing the "supplier portal" portion of the System on behalf of a supplier or a potential supplier of County.
 - 2.1.1.4 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
 - 2.1.1.5 **Business Process Automation (BPA):** The technology-enabled automation of both simple and complex business processes as listed in Attachment 1 (Functional Requirements of Exhibit A (Statement of Work)).
 - 2.1.1.6 **Change Order:** For any change requested by County which requires Contractor to incur any additional costs or expenses and County chooses to use Pool Dollars for such change.

- 2.1.1.7 **Confidential Information:** Any confidential, trade secret, and/or proprietary information disclosed, whether orally or in writing, by one party to the other pursuant to this Contract that is designated as “confidential” or that a person exercising reasonable business judgment should understand to be confidential based on the circumstances of its disclosure or the nature of the information, that is otherwise not required to be disclosed under the California Public Records Act or other law. The System and related Documentation, as well as any security audit or test results or reports related to the System that Contractor deems as its Confidential Information, will have relevant pages marked as such. Submitted Data is deemed to be County’s Confidential Information.
- 2.1.1.8 **Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the work to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, Deliverables, Services and other work.
- 2.1.1.9 **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 and implement, operate, maintain and support the eProcurement System covered by this Contract.
- 2.1.1.10 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.1.11 **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.
- 2.1.1.12 **County Fiscal Manual:** Represents the policies and procedures that guide the processing, recording, and reporting of financial information by County departments.
- 2.1.1.13 **County Information:** All Data and Information belonging to the County, as defined in Exhibit I (Information Security and Privacy Requirements Exhibit) including Submitted Data.
- 2.1.1.14 **County's Mitigation Acts:** As defined in Paragraph 8.23.2.3 of this Contract.
- 2.1.1.15 **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.
- 2.1.1.16 **County Project Manager:** Person designated by County’s Project Director to manage the operations under this Contract.
- 2.1.1.17 **County Project Team:** County staff assigned to or associated with the project.
- 2.1.1.18 **Data Analytics:** Data analytics are the results of a process of inspecting, cleaning, transforming, and modeling data with the goal of discovering useful information, suggesting conclusions, and supporting decision-making.
- 2.1.1.19 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.20 **Development:** The process of creating a software program or a set of programs to perform the different tasks that a business requires.
- 2.1.1.21 **Deliverables:** Whether singular or plural, the software, items and/or services provided or to be provided by Contractor under this Contract identified as a deliverable, including all Deliverable(s) in Exhibit A (Statement of Work).
- 2.1.1.22 **Designated Test:** As defined in Paragraph 9.3.3 (Failed Testing) of this Contract.
- 2.1.1.23 **Disabling Device(s):** As defined in Paragraph 9.1.2.2 (Revisions During Term) of this Contract.
- 2.1.1.24 **Displaced/Renamed Product:** As defined in Paragraph 4.1 of this Contract.

- 2.1.1.25 **Documentation:** Contractor published technical documents relating to the operation and use of the System including the then-current online manuals, help guides, and release notes made available to County within the System or via the Contractor extranet at: [Ivalua Help Center](#).
- 2.1.1.26 **Downtime:** As defined in Exhibit J (Subscription Services; Maintenance and Support Services), the period of time when the eProcurement System or any eProcurement System component is unavailable, including Unscheduled Downtime and Scheduled Downtime.
- 2.1.1.27 **eCAPS:** Electronic Countywide Accounting and Purchasing Systems (eCAPS) also referred to as the "County's enterprise financial system". A web-based, fully integrated enterprise resource (ERP) system that allows for an electronic means to submit requisitions to Central Purchasing for processing, and provides electronic access to County agreements, product information, on-line vendor enrollment, electronic invoicing and payment inquiry, etc.
- 2.1.1.28 **Effective Date:** The date first set forth in the preamble to the Contract, which cannot be earlier than the date on which this Contract has been approved by the Board of Supervisors.
- 2.1.1.29 **e-Procurement System or System or Ivalua SaaS Solution:** Contractor's proprietary software-as-a-service application provided to County for its use pursuant to this Contract.
- 2.1.1.30 **Final Acceptance:** As defined in Paragraph 9.3.2 (Final Acceptance) of this Contract, and as further set forth in Exhibit A (Statement of Work).
- 2.1.1.31 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.1.32 **Force Majeure Event(s):** As defined in Paragraph 8.20 (Force Majeure) of this Contract.
- 2.1.1.33 **Holdback Amount:** Ten percent (10%) withhold of the payment associated with the Contractor's invoices for Deliverables under Exhibit A (Statement of Work) and Exhibit B (Pricing Schedule) that will be released following Final Acceptance. Holdbacks do not apply to the Subscription Fees for the System.
- 2.1.1.34 **Hosted Environment:** Hardware, hosted network, and hosted operating software to be supplied by Contractor as a part of its obligation to perform Hosting Services. The Hosted Environment includes the Hosted Environment for Production Use and any other environments described in this Contract, if any.
- 2.1.1.35 **Hosted Managed Service(s):** An information technology (IT) services provider that manages and assumes responsibility for providing a defined set of services including off-premise hosting of the necessary technology infrastructure and management of all system software and business applications.
- 2.1.1.36 **Hosting Services:** Services provided by the Contractor to host the System in the Hosted Environment at its facilities, as set forth in this Contract including Exhibit J-1 (Maintenance Hours and Details Per Service Level Purchased).
- 2.1.1.37 **Indemnified Items:** As defined in Paragraph 8.23.2.1 of this Contract.
- 2.1.1.38 **Infringement Claim(s):** As defined in Paragraph 8.23.2.1 of this Contract.
- 2.1.1.39 **Integration:** Sharing of data and a business process or workflow and, where possible, allowing for near real-time processing of data or the elimination of duplicate data residing on multiple systems.
- 2.1.1.40 **Interface:** Broadly as multiple systems sharing data regardless of the batch or real-time nature of the data exchange.
- 2.1.1.41 **Lean:** Methodology for designing processes that produce increased value with fewer resources required.

- 2.1.1.42 **Maintenance and Support Services:** Contractor's maintenance and support services provided to County as part of Subscription Services pursuant to this Contract and pursuant to the Exhibit J (Subscription Services; Maintenance and Support Services).
- 2.1.1.43 **License:** As defined in Paragraph 9.1.1.1 of this Contract.
- 2.1.1.44 **Maximum Contract Sum:** As defined in Paragraph 5.1.2 of this Contract.
- 2.1.1.45 **Milestone:** An important point in the progress or development of the project.
- 2.1.1.46 **Option:** As defined in Paragraph 4.2 of this Contract.
- 2.1.1.47 **Optional Work:** Additional professional services, if any, which may be provided by Contractor to County upon County's request and approval in accordance with Paragraph 3.4 (Optional Work).
- 2.1.1.48 **Partial Acceptance:** As defined in Paragraph 9.3.2 (Partial and Final Acceptance) of this Contract for Release 1 and Release 2 of the System, and as further set forth in Exhibit A (Statement of Work).
- 2.1.1.49 **Platform:** A group of technologies that are used as a base upon which other applications, processes or technologies are developed.
- 2.1.1.50 **Pool Dollars:** Absent an Amendment in accordance with Paragraph 8.1 (Changes to Contract), the maximum amount allocated under this Contract for the provision of Optional Work approved by County in accordance with the terms of this Contract.
- 2.1.1.51 **Production or Production Use:** The actual use of the System or any component thereof in the Hosted Environment to process actual live data in County's day-to-day operations.
- 2.1.1.52 **Professional Services:** Services, including but not limited to, implementation, configuration, consulting services, training and/or similar services, which Contractor may provide upon County's request in accordance with a Statement of Work.
- 2.1.1.53 **Program Management:** Processes and activities to manage a group of related projects in a coordinated manner to obtain benefits and control not available from managing them individually. It emphasizes the coordinating and prioritizing of resources across projects, managing links between the projects and identifying and managing cross-project dependencies. Programs may include elements of related work outside of the scope of the discrete projects in the program.
- 2.1.1.54 **Project Management:** Processes and activities for initiating, planning, executing, controlling, and work of a team to achieve specific goals and meet specific success criteria.
- 2.1.1.55 **Purchasing Agent:** Director of ISD or the Director's authorized representative(s).
- 2.1.1.56 **Release 1:** As defined in Exhibit A (Statement of Work), Contractor's completion of the work for the required System functionality needed for this release, along with ISD and other designated LA County departments identified by County, deployed.
- 2.1.1.57 **Release 2:** As defined in Exhibit A (Statement of Work), Contractor's completion of the work to deploy the remaining System functionality and all in scope LA County departments.
- 2.1.1.58 **Remedial Acts:** As defined in Paragraph 8.23.2.2 of this Contract.
- 2.1.1.59 **Required Insurance:** As defined in Paragraph 8.24.1 of this Contract.
- 2.1.1.60 **Service(s):** Collectively, and as applicable, all work required from the Contractor as set forth in Exhibit A (Statement of Work), and otherwise in this Contract, including providing access for the System or Ivalua SaaS Solution, Optional

Work, implementation/training services, any other Professional Services, and Maintenance and Support Services as part of Subscription Services.

- 2.1.1.61 **Service Credits:** Any form of discount or credit for Contractor's failure to timely correct Deficiencies or for Unscheduled Downtime, as specified in Exhibit J (Subscription Services; Maintenance and Support Services).
- 2.1.1.62 **Software-as-a-Service (SaaS):** A software licensing and delivery model in which software is licensed on a subscription basis and is vendor hosted. This could be in a single or multi-tenant setting.
- 2.1.1.63 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the work, as set forth in Exhibit A (Statement of Work).
- 2.1.1.64 **Subcontract:** An agreement by the Contractor to employ a Subcontractor to provide services to fulfill this Contract.
- 2.1.1.65 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.
- 2.1.1.66 **Submitted Data:** any electronic content, data, materials and information submitted by or on behalf of County to the System. Submitted Data may contain Personal Data which may be subject to laws restricting collection, use, processing and free movement of Personal Data. To the extent Ivalua processes any Personal Data on behalf of County as part of the Submitted Data, Ivalua will process such Personal Data according to Exhibit I (Information Security and Privacy Requirements) and Exhibit J-5 (Contractor Data Protection Addendum).
- 2.1.1.67 **Subscription Fees:** The fees County has agreed to pay for Subscription Services in the amounts as set forth in Exhibit B (Pricing Schedule).
- 2.1.1.68 **Subscription Services:** The Ivalua SaaS Solution services provided to County for the Subscription Fees, which includes but is not limited to Maintenance and Support Services, Hosting Services, Platinum Support and Helpdesk, correction of Defects, Minor Releases, and Upgrades, as contained in Exhibit J (Subscription Services- Maintenance and Support Services).
- 2.1.1.69 **System Availability:** The System operating as required when required during the term of the Contract, as set forth in Exhibit J (Subscription Services- Maintenance and Support Services).
- 2.1.1.70 **System Performance Requirements:** The accuracy, efficiency, responsiveness and speed of the System, as set forth in Section 9.11.
- 2.1.1.71 **Term:** As defined in Paragraph 4.1 of this Contract.
- 2.1.1.72 **Transition Period:** As defined in Paragraph 9.12 (Termination Transition Services) of this Contract.
- 2.1.1.73 **Transition Services:** As defined in Paragraph 9.12 (Termination Transition Services) of this Contract.
- 2.1.1.74 **Third Party Product:** All software and content licensed, leased or otherwise obtained by Contractor from a third-party, and used with the System or used for the performance of the Services, as set in Exhibit H (Third Party Products).
- 2.1.1.75 **Trusted Systems:** A system that is relied upon to a specified extent to enforce a specified security policy.
- 2.1.1.76 **Upgrades:** As defined in Exhibit J-2.
- 2.1.1.77 **Vendor Self Service Portal (VSS):** Vendor Self Service Portal, which offers vendor access to financial transactions such as purchase orders, scheduled

payments, accessing solicitations
(<https://lacovss.lacounty.gov/webapp/VSSPSRV11/AltSelfService>) etc.

2.1.1.78 **Versions:** The unique states of software as it is developed and released that is accompanied by a change in the reference to the System in the number to the left of the period in the version numbering format X.XX.

2.1.1.79 **WebVen:** The County's vendor registration System
<https://camisvr.co.la.ca.us/webven/>.

3.0 CONTRACTOR RESPONSIBILITIES

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein accordance with the applicable Order. The Contractor will provide and implement the System as specified in this Contract. The Contractor will provide the Services, fulfill the obligations to County, produce and deliver the Deliverables, and retain the responsibilities set forth in this Contract, and more specifically, Exhibit A (Statement of Work). Contractor shall provide the Services without causing a material disruption of County's operations. As part of the Services, Contractor shall provide the training to County and its personnel set as forth in Exhibit A (Statement of Work).
- 3.2 During the term of this Contract, Contractor shall provide the support, hosting and maintenance services for the eProcurement System described in this Contract, including Exhibits A (Statement of Work) and J (Subscription Services-Maintenance and Support Services) (collectively, the "Support Services"), in exchange for County's payment of the applicable fees for Maintenance and Support Services included in the Subscription Fees set forth on Exhibit B (Pricing Schedule) ("Subscription Fees"). Contractor shall provide the Maintenance and Support Services described in Exhibit J (Subscription Services; Maintenance and Support Services). The Maintenance and Support Services shall commence upon the Effective Date of this Contract. There shall be no additional charge to County for on-site Support Services to remedy a breach of this Contract, to correct a failure of the System to conform to the Documentation, or to fulfill Contractor's obligations. There shall also be no additional costs charged by Contractor to County to provide any needed Support Services before successful Final Acceptance.
- 3.4 The County may initiate Optional Work by providing written notice of the desired services to Contractor, and Contractor will advise County of Contractor's availability and schedule for performing the Optional Work. Contractor's performance of the Optional Work shall be subject to County's written Acceptance of: (i) Contractor's schedule for meeting County's Optional Work request; (ii) Contractor's fees for such Optional Work using the Fixed Hourly Rate set forth in Exhibit B (Pricing Schedule); and (iii) if not in Exhibit B (Pricing Schedule), any other relevant pricing agreed to by the County. In accordance with the terms of this Contract, Subparagraph 8.1.2 (Change Orders), for any Optional Work requested by County following agreement on the Services, a Change Order shall be prepared and executed by each of: (a) the County's Project Director or designee, and (b) Contractor's authorized representative(s).
- 3.5 Any tasks, deliverables, goods, services, or other work performed by the Contractor, other than as specified in this Contract, shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract, including the Subscription Services, shall be five (5) years commencing on the Effective Date following approval by County's Board of Supervisors ("Term"), unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Term for up to five (5) additional one (1) year periods (each an "Option"), for a maximum total Contract Term of ten (10) years. Each such extension Option may be exercised at the sole discretion of the Director of Internal Services Department (ISD) or their designee as authorized by the Board of Supervisors.

- 4.3 The County maintains a database that tracks/monitors contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise an Option.
- 4.4 The Contractor shall notify ISD when this Contract is within six (6) months of the expiration of the Term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to ISD at the address herein provided in Exhibit D (County's Administration).

5.0 CONTRACT SUM

5.1 Maximum Contract Sum

- 5.1.1 Contractor shall provide all tasks, Deliverables, goods, services and other work specified under this Contract at rates not exceeding the rates and prices identified in Exhibit B (Pricing Schedule).
- 5.1.2 The maximum Contract sum shall be the total monetary amount payable by County to Contractor for supplying all the Services during the term of this Contract ("Maximum Contract Sum"). If County does not Accept Deliverables under and in accordance with the Contract, no payment shall be due to Contractor for such work. The Maximum Contract Sum, including all applicable taxes and Pool Dollars, authorized by County hereunder shall not exceed \$38,359,556.00, unless the Maximum Contract Sum is modified by an Amendment to this Contract pursuant to Paragraph 8.1 (Changes to Contract); this maximum contract sum includes all optional extensions should they be exercised by the County. The Maximum Contract Sum shall cover the authorized payments for all Services. The Maximum Contract Sum shall not be adjusted for any costs or expenses whatsoever of Contractor.
- 5.1.3 Contractor's rates set forth in Exhibit B (Pricing Schedule) shall remain firm and fixed and may not be increased during the Term of this Contract, including, without limitation, any Option extensions as set forth in Paragraph 4.0 (Term of Contract). The Contractor shall not charge Vendors, Consultants and/or other Contractors for the use of System. The Contractor must not charge Vendors, Consultants, and/or other Contractors additional fees for utilizing the System (e.g., invoicing, registration, responding to solicitations, or any other portion of the utilization in the System).

5.2 Written Approval for Reimbursement

The Contractor shall not be entitled to payment or reimbursement for any tasks, Deliverables, 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, shall not occur except with the County's express prior written approval.

5.3 Notification of 75% of Maximum Contract Sum

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum, including Pool Dollar expenditures, under this Contract. Upon occurrence of this event, the Contractor shall 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 shall 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 shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1** The Contractor shall invoice the County only for providing the tasks, Deliverables, goods, services, and other work specified in Exhibit A (Statement of Work), the applicable Change Order, and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Schedule) and the Contractor shall 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 shall be due to the Contractor for that work.
- 5.5.2** The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule).
- 5.5.3** The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, or applicable Change Order for other work for which payment is claimed. The Contractor shall include copies of fully executed Acceptance Certificates evidencing County's Project Director's approval of such work and the payment amount; indication of the applicable Holdback Amount, if any, and the cumulative Holdback Amounts accrued under this Contract; indication of any Service Credits or withholds accrued under this Contract; and any other supporting documentation reasonably requested by County's Project Director).
- 5.5.4** The Contractor shall submit invoices to the County by no later than the 15th calendar day of the month following the month that the fees are properly incurred and fees will be invoiced as provided for in Exhibit B (Pricing Schedule).
- 5.5.5** County will pay undisputed invoices within sixty (60) days of receipt of the invoices.
- 5.5.6** So long as professional services and SaaS services remain untaxable in California and invoicing are sent to the County in California, all costs included in Exhibit B (Pricing Schedule) hereunder are inclusive of all local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, sales, use or withholding taxes arising out of this Contract ("Taxes").
- 5.5.7** All invoices under this Contract shall be submitted via email to the following address:
- Internal Services Department
Attention: County's Project Manager
Email: lgann@isd.lacounty.gov
- 5.5.8** 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 shall the County be liable or responsible for any payment prior to such written approval. If County disputes any invoice amounts, Contractor will submit a new invoice for the undisputed portion and County will provide payment for the undisputed portion of the invoice. Approval for payment will not be unreasonably withheld.

5.6 Holdbacks

Upon Contractor's completion and County's Acceptance of each Deliverable, ninety percent (90%) of the amount due and payable for such Deliverable will be made by County for the Deliverable. Additionally, upon Contractor's completion and County's Acceptance of each other Deliverable under each Task in Exhibit A (Statement of Work), the remaining ten percent (10%) of the payment associated with each Deliverable (a "Holdback Amount") will be retained by County and the Holdback Amounts for all Deliverables in Release 1, 2 and 3, respectively, will be payable upon completion of Partial Acceptance for Release 1, Partial Acceptance of Release 2, and Final Acceptance following completion of Release 3, pursuant to Paragraph 9.3 (Partial and Final Acceptance), subject to adjustment for any amounts arising under this Contract owed to the County by the Contractor. To account for such Holdback Amounts, Contractor will only invoice County for ninety percent (90%) of the amount due and payable for each Deliverable. A Deliverable shall be deemed approved for purposes of this Paragraph on the earliest date that all of the tasks, subtasks, Deliverables, goods, Services and other work required for completion of the Deliverable is completed and Accepted by County. The determination of whether each Deliverable has been so completed and so Accepted shall be made by the County's Project Director as soon as practicable after County is

informed by Contractor that such Deliverable has been completed and is given all the necessary information, data, and documentation. When preparing a Change Order for Optional Work, the parties shall identify in the Scope of Work for such Optional Work, all required Deliverables. All such Deliverables shall be subject to a ten percent (10%) Holdback Amount as well. Holdbacks will not apply to Subscription Fees.

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 shall 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 shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 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 shall supersede this requirement with respect to those payments.
- 5.7.4** At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6.0 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

- 6.2.1** The County's Project Director is authorized to perform any or all the roles described herein:
 - 6.2.1.1** Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
 - 6.2.1.2** 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, shall 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

- 6.3.1** The County's Project Manager is authorized to perform any or all the roles described herein:
 - 6.3.1.1** Meeting with the Contractor's Project Manager on a regular basis; and
 - 6.3.1.2** Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.
- 6.3.2** 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

- 6.4.1** The County's Project Monitor is authorized to oversee the day-to-day administration of this Contract; however, in no event shall 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.

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

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

If Contractor's employees are assigned to County facilities they are required to have a County Identification (ID) badge on their person and 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 shall notify the County within one business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's County ID badge to the County by no later than five (5) calendar days after the employee has terminated employment with the Contractor.

7.4.3 If County reasonably requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's County ID badge to the County by no later than five (5) calendar days 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 implementation services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of the Contractor's staff passes or fails the background investigation.

7.5.2 If a member of the 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 shall comply with County's request at any time during the Term of the Contract. County will not provide to Contractor or to

Contractor's staff any information obtained through the County's background investigation.

- 7.5.3 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.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 7.5.5 These terms will also apply to Subcontractors of Contractor who are performing implementation services under this Contract.

7.6 Confidentiality

- 7.6.1 Contractor shall maintain the confidentiality of all County 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 shall defend County, its officers, employees, and agents, from and against any and all claims, demands, suits or proceedings brought against the County, its officers, employees and agents by a third party ("Claim") arising from, connected with, or related to breach of the confidentiality obligations by Contractor, its officers, employees, agents, or subcontractors that results in an unauthorized disclosure of County Confidential Information. Contractor will indemnify and hold harmless County from any damages, liabilities, attorney fees, and costs finally awarded against County by a court of competent jurisdiction (or amounts agreed in a monetary settlement) in any such Claim. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval. Contractor's defense and indemnity obligations above are conditioned upon the County providing the Contractor with: (i) sufficient written notice, and (ii) information and assistance reasonably requested by the Contractor in connection with the defense or settlement of, any claim.
- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 County Confidentiality Obligations. The County agrees not to disclose the Contractor's Confidential Information, except to its employees, contractors, consultants, advisors, auditors, attorneys, service providers, who have a need to know the information, are informed of the confidential nature of the Contractor Confidential Information and are otherwise legally, contractually, or by employment policy, bound to treat the Contractor's Confidential Information in a manner consistent with County's review of Contractor's work, County's use of the System under this Contract, and for archival and records retention purposes. The County will not use the Contractor's Confidential Information except (i) as necessary to review Contractor's work, for County's use of the System, and for archival and records retention purposes; or (ii) in any other manner that this Contract expressly authorizes. The County will protect the Contractor's Confidential Information using the same degree of care that it uses with respect to its own proprietary information, but in no event less than reasonable care. If Confidential Information must be disclosed to a third party by reason of legal, accounting or regulatory requirements beyond the reasonable control of the County, the County will: (a) notify the third party in the action or proceeding that Contractor has asserted the confidential nature of the information; (b) disclose only that portion of the Confidential Information that is minimally required to comply with the request; (c) promptly notify the Contractor of the order or request within, wherever possible, at least fifteen (15) business days in advance of the disclosure; and (d) permit the Contractor (at its own expense) to seek an appropriate protective order or other confidentiality protections, cooperating with any reasonable requests relating to

confidentiality from Ivalua in the process. The confidentiality obligations under this Section will not apply in the event that any information (i) is or becomes generally known and available to the public through no fault or breach of this Contract by the County; (ii) was rightfully in the County's possession at the time of disclosure without restriction or use; (iii) was lawfully obtained by the County from a third party who has the express right to make such disclosure; or (iv) was independently developed by the County without breach of its confidentiality obligations.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Changes to Contract

8.1.1 Amendments

For any change which affects the scope of work, Term, Contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by the Director of ISD or their designee as authorized by the Board of Supervisors.

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 related to Board policy and motion. 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 shall be prepared and executed by the Contractor and by the Director of ISD or their designee as authorized by the Board of Supervisors, and if Contractor believes there is a cost impact to compliance with these Board policies and motion, it may seek an amendment for its costs.

The Director of ISD or their designee as authorized by the Board of Supervisors, 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 shall 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 shall be prepared and executed by the Contractor and by the Director of ISD or their designee as authorized by the Board of Supervisors.

8.1.2 Change Orders

For any change which requires Contractor to incur any additional costs or expenses using Pool Dollars, a written change order ("Change Orders") for Professional Services shall be prepared and executed by an authorized representative of Contractor and County's Project Director or designee. For any Optional Work requested by County, a Change Order shall be prepared and executed by each of: (a) the County's Project Director or designee, and (b) Contractor's authorized representative(s). County is specifically authorized to execute Change Orders for expenditure of Pool Dollars for acquisition of Optional Work under the Contract. Any requests for the expenditure of Pool Dollars must be approved in writing by the County's Project Director or designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 Except as set forth herein, this Agreement may not be assigned by either Party in whole or part without the prior written consent of the other Party, which shall not be unreasonably withheld.

8.2.2 The Contractor shall 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.

8.2.3 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall 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 shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.4 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.5 Except as provided under the Contract, 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, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

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 subject to negotiations and mutual agreement with the Contractor under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the Term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 Complaints Unrelated to Subscription Services and Project Implementation Deliverables

8.5.1 The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints unrelated to Subscription Services and Project Implementation deliverables.

8.5.2 Complaint Procedures

8.5.2.1 After the first go-live, a Contractor Customer Success Manager (CSM) will be assigned by Contractor to County.

8.5.2.2 Any and all County complaints should be directed to the CSM.

8.5.2.3 Contractor will acknowledge all written complaints (email sufficient) or via Contractor extranet within 48 hours.

8.5.2.4 Contractor will investigate and respond to the County within ten (10) business days of receipt of the complaint.

8.5.2.5 Contractor will arrange a voice or video call to address the complaint and to determine if a corrective action plan is needed.

8.5.2.6 If a corrective action plan is needed, Contractor will communicate the action plan to the County Project Manager.

8.6 Compliance with Applicable Law

8.6.1 In the performance of this Contract, Contractor shall comply with all Federal, State and local laws, rules, regulations, ordinances, and all provisions required thereby that are applicable to the provision of the System and related services to be included in this Contract are hereby incorporated herein by reference. The County shall comply with all applicable laws in its performance of this Contract.

8.6.2 Contractor shall defend County, its officers, employees, and agents, from and against any and all claims, demands, suits or proceedings against the County by a third party connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any laws, rules, regulations or ordinances applicable to Contractor's performance of its obligations under this Contract. Contractor will indemnify and hold harmless the County from any damages, liabilities, attorney fees, and costs finally awarded against County by a court of competent jurisdiction (or amounts agreed in a monetary settlement) in any such claim. Any legal defense pursuant to Contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval. Contractor's defense and indemnity obligations above are conditioned upon the County providing the Contractor with: (i) sufficient written notice, and (ii) information and assistance reasonably requested by the Contractor in connection with the defense or settlement of, any such claim.

8.7 Compliance with Civil Rights Laws

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

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

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its

Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall 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 shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that 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.
4. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall 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 shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the Term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of

all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

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

8.11 Consideration of Hiring GAIN/START Participants

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

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

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

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing.

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

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

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement and Notice to its Employees of the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor must notify and provide to its employees, and will require each Subcontractor to notify and provide to its employees, a [Fact Sheet](#) regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and information on where and how to safely surrender a baby. Additionally, 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](#)" (available in [English/Spanish/Chinese/Korean](#)) 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. The Contractor, and its subcontractor(s), can access posters and other program material at www.babysafela.org.

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 shall during the Term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall 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 and continuing after 30 days written notice to Contractor of such significant or material deficiency 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 shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

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 shall 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 shall 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 shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall 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 by Contractor of any Contractor personnel performing work under this Contract. Contractor will also be permitted to directly defend and control the defense of such action.

8.18 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall 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 shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall 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 asserted against the County by any third party arising from Contractor's failure to comply with any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, relating to work performed by the Contractor's employees for which the County may be found jointly or solely liable. Contractor will also be permitted to directly defend and control the defense of such action.

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's 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 Event(s)"). Notwithstanding the foregoing, the parties agree that failures arising out of the coronavirus disease 2019 or COVID-19 shall not constitute Force Majeure Events.

8.20.2 Notwithstanding the foregoing, a default by a Subcontractor of Contractor shall 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 shall 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 Notwithstanding the foregoing, COVID-19 is excluded as a Force Majeure Event.

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

8.22 Independent Contractor Status

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

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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 shall 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 shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

8.23.1 The Contractor shall defend the County, its officers, employees, and agents (County Indemnitees) from and against any and all claims, demands, suits or proceedings brought by a third party (third party can include an individual County employee) against County Indemnitees arising from, connected with, or related to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees. Contractor will indemnify and hold harmless County from any damages, liabilities, attorney fees, and costs finally awarded against County by a court of competent jurisdiction (or amounts agreed in a monetary settlement) in any such Claim. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval. Contractor's defense and indemnity obligations above are conditioned upon the County providing the Contractor with: (i) sufficient written notice, and (ii) information and assistance reasonably requested by the Contractor in connection with the defense or settlement of, any claim; and (iii) sole control over the defense.

8.23.2 Intellectual Property Indemnification

8.23.2.1 Contractor shall defend County, its officers, employees, and agents, from and against any and all claims, demands, suits or proceedings brought against the County by a third party ("IP Claim") to the extent such IP Claim alleges that the County's access or use of the System, as authorized in this Contract, infringes such third party's intellectual property rights. Contractor will indemnify and hold harmless the County from any damages, attorney fees, and costs finally awarded against the County by a court of competent jurisdiction (or amounts agreed in a monetary settlement) in any such IP Claim. Contractor's defense and indemnity obligations do not apply if the System has been altered, revised, or modified (modified does not include configuration work in accordance with the Contract) by anyone other than Contractor in a manner that causes the alleged infringement. Notwithstanding the foregoing, Contractor shall have no indemnity obligation for infringement claims arising from (A) the development of custom software code for the System developed by any party other than Contractor; (B) use of the System in excess of the rights granted hereunder or not in compliance with the terms of this Contract to the extent the System would not be infringing but for such non-compliance; (C) County's failure to implement an update or enhancement to the System provided Contractor provides the update or enhancement at no additional charge to County and provides County with written notice that implementing the update or enhancement would avoid the infringement; (d) any use of the System in combination with software, products or services not provided by Contractor; to the extent that the System would not be infringing but for such combination; or (e) Third-Party Applications. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-paragraph shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the foregoing, County shall have the right to participate in any such defense at its sole cost and expense.

- 8.23.2.2 County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement. If any Indemnified Item hereunder becomes the subject of an Infringement Claim under Paragraph 8.23.2, (Intellectual Property Indemnification), or in Contractor's opinion is likely to become the subject of such a claim, then, in addition to the obligations as required above in Paragraph 8.23.2 (Intellectual Property Indemnification), Contractor shall, at its option and in its sole discretion and at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the Indemnified Items or affected component(s) thereof, or part(s) thereof, pursuant to this Contract; or (ii) replace or modify the Indemnified Items or component(s) thereof with another software, service, item, or component(s) thereof of at least equivalent quality and performance capabilities.
- 8.23.2.3 If Contractor determines none of the foregoing is commercially practicable then, Contractor shall have the right, at its sole option, to elect to terminate this Contract, and refund County any prepaid Fees related to the Cloud Service prorated for the remainder of the Subscription Term.

8.24 Limitation of Liability

- (a) Exclusion of Damages. Except for (1) either party's ip indemnity obligations above; (2) either party's gross negligence or willful misconduct; or (3) a breach of confidentiality obligations under section 7 that result in an unauthorized disclosure of confidential information, to the full extent permitted by law, in no event will either party be liable to the other party for any loss of profits, sales, or business, loss of anticipated savings, loss of use or corruption of software, costs of substitute goods or services, data, information, work stoppage or any indirect, special, incidental, exemplary, punitive, treble, or consequential damages arising out of or relating to this contract, however caused, and based on any theory of liability, whether for breach of contract, breach of warranty, tort (including negligence), product liability, or otherwise, even if such party is advised of the possibility of such damages. For avoidance of doubt, reasonable investigation costs relating to a security incident arising out of breach by contractor of its security obligations, notification costs and consumer credit monitoring services as required by law for a period of twelve (12) months arising from or related to a security incident arising out of a breach by contractor of its security obligations shall be considered direct damages.
- (b) Limitation of Liability. Except for (1) either party's ip indemnity obligations under section 9; (2) county's obligations to pay fees due under this contract; (3) county's material breach of section 9.6.5 (restrictions); (4) either party's gross negligence or willful misconduct; or (5) a breach of confidentiality obligations under section 7.6.2 that result in an unauthorized disclosure of confidential information, to the full extent permitted by law, each party's aggregate cumulative liability for all damages arising out of or related to
- (1) this contract or the services (excluding professional services) provided hereunder will not exceed the applicable subscription fees paid or owed to contractor for the cloud service giving rise to the claim during the twelve (12) month period immediately preceding the claim. With respect to indemnity obligations under this agreement and security incidents resulting in the unauthorized disclosure of personal information due to contractor's breach of its security obligations under the agreement, contractor's aggregate cumulative liability will not exceed five times (5x) the applicable subscription fees paid or owed to contractor for the cloud service giving rise to the claim during the twelve (12) month period immediately preceding the claim; and
- (2) the professional services provided under a sow, will not exceed the lesser of (a) the professional services fees paid or owed to contractor under such sow for the applicable services giving rise to the claim during the twelve (12) month period preceding the claim or (b) \$7.9 million. For the avoidance of doubt, the limitation of liability cap set forth in this section 8.24 (a)(2) shall apply to all claims and damages relating to or arising from professional services provided hereunder, including any claims arising from (i) indemnity obligations under this

agreement and (ii) security incidents resulting in the unauthorized disclosure of personal information due to contractor's breach of its security obligations under this agreement.

- (c) The existence of more than one claim shall not expand these limits.

8.25 General Provisions for all Insurance Coverage

8.25.1 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 shall 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.

8.25.2 Evidence of Coverage and Notice to County

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

8.25.2.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates.

8.25.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, and list any County required endorsement forms.

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

8.25.2.5 Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Internal Services Department, Contracting Division
1100 North Eastern Avenue, Room 100
Los Angeles, CA 90063
Attention: Contract Analyst

AND

Email to: Contract Analyst

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

8.25.3 Additional Insured Status and Scope of Coverage

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

8.25.4 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least fifteen (15) 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.

8.25.5 Failure to Maintain Insurance

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

8.25.6 Insurer Financial Ratings

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

8.25.7 Contractor's Insurance Shall Be Primary

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

8.25.8 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 shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.25.9 Subcontractor Insurance Coverage Requirements

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

8.25.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. As of the Effective Date of this Contract, the County has approved Contractor's deductible limits.

8.25.11 Claims Made Coverage

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

8.25.12 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.

8.25.13 Separation of Insureds

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

8.25.14 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 shall be designated as an Additional Covered Party under any approved program.

8.25.15 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.

8.26 Insurance Coverage

8.26.1 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:	\$4 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$2 million
Each Occurrence or Claim:	\$2 million

8.26.2 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 shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

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

Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.26.4 Unique Insurance Coverage

8.26.4.1 Professional Liability-Errors and Omissions

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

8.26.4.2 Property Coverage

Contractors given exclusive use of County owned or leased property shall 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 shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

8.26.4.3 Technology Errors & Omissions Insurance

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

8.26.4.4 Cyber Liability Insurance

The Contractor shall secure and maintain cyber liability insurance coverage with limits of \$2 million per claim and in the aggregate during the Term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder.

8.27 Liquidated Damages

8.27.1

If the Contractor fails to submit the following completed (i.e. ready to undergo the acceptance process as reasonably determined by the County) Deliverables (the "Key Deliverables") by the mutually agreed-upon delivery date for such Key Deliverable as specified in the Project Schedule (outlined in the applicable Statement of Work and also reflected in Exhibit B (Pricing Schedule)), the County will provide written notice

to the Contractor to correct the issue within a specified time frame in the County's notice ("**Due Date**") so that the Deliverable may be submitted for acceptance. If the Contractor fails to address such issue by the Due Date, the County is entitled to liquidated damages. The parties acknowledge that determining the actual damages incurred by the County from such delays would be impractical or difficult. Therefore, unless such failure to correct the issue by the Due Date is excused in accordance with this Agreement (including, but not limited to, any applicable force majeure provisions or acts or omissions of the County or its representatives), the parties agree that the Contractor shall pay the County as County's sole and exclusive monetary remedy for such failure, liquidated damages of \$850 for each day of delay after the applicable Due Date. For clarity, total liquidated damages for any Key Deliverable shall not exceed ten percent (10%) of the amount payable for such Key Deliverable as reflected in Exhibit B (Pricing Schedule). Any delay caused by the acts or omissions of County or its representatives shall permit the Contractor to seek an extension of the delivery dates of such Key Deliverable(s).

8.27.2 The liquidated damages described in Paragraph 8.27.1 shall not be considered a penalty, but rather a reasonable estimate of the County's costs due to the failure of the Contractor to meet the mutually agreed-upon delivery date in the Project Schedule for the Key Deliverable(s).

8.27.3 This Paragraph does not restrict or limit the County's right to damages for any breach of this Contract as provided by law or Paragraph 8.27.2, nor does it limit the County's right to terminate this Contract as agreed herein.

8.28 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 substantially similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.29 Nondiscrimination and Affirmative Action

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

8.29.2 The Contractor certifies each of the following: Contractor certifies to the County:

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

8.29.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.29.4** 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.
- 8.29.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.29.6** The Contractor shall provide to County representatives such records as necessary to verify compliance with the provisions of this Paragraph 8.28 (Non-discrimination and Affirmative Action) when so requested by the County.
- 8.29.7** If the County finds that any provisions of this Paragraph 8.28 (Non-discrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.29.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation not to exceed \$10,000 in liquidated damages relating to such violations, pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.30 Non Exclusivity

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

8.31 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within five (5) business days, give notice thereof, including all relevant information with respect thereto, to the other party.

8.32 Notice of Disputes

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

8.33 Notice to Employees Regarding the Federal Earned Income Credit

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

8.34 Reserved

8.35 Notices

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

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

8.36 Prohibition Against Inducement or Persuasion

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

8.37 Public Records Act

8.37.1 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 shall 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 shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.37.2 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. Contractor will also be permitted to directly defend and control the defense of such action.

8.38 Publicity

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

8.38.1.1 The Contractor shall develop all publicity material in a professional manner; and

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

8.38.2 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) shall apply.

8.39 Record Retention and Inspection-Audit Settlement

8.39.1 The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have no more than once twelve-month period access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the Term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such

material prior to such time. All such material will be maintained by the Contractor in its Northern California office and will be made available to the County remotely in electronic form during business hours.

8.39.2 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 shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s) 8.38.3. Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

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

8.40 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.

8.41 Subcontracting

8.41.1 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.

8.41.2 The Contractor shall 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 in accordance with Contractor's indemnification obligations in this Contract.

8.41.3 The Contractor shall 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.

8.41.4 The County's consent to subcontract shall 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.

8.41.5 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 shall forward a fully executed subcontract to the County for their files.

8.41.6 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.41.7 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved

Subcontractor. Before any Subcontractor employee may perform any work hereunder, Contractor shall ensure delivery of all such documents to:

Internal Services Department, Contracting Division
1100 North Eastern Avenue, Room 100
Los Angeles, CA 90063
Attention: Contract Analyst

AND
Email to: Contract Analyst

8.42 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) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.43 Termination for Convenience

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 shall be effected by notice of termination to the Contractor with at least sixty (60) days written notice, specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be at the end of the current subscription year after the notice is sent. Notwithstanding anything to the contrary herein, there will be no refund of any prepaid fees pursuant to any termination under this Section.

8.43.1 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

8.43.1.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.43.1.2 Complete performance of such part of the work as shall not have been terminated by such notice.

8.43.2 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.44 Termination for Default

8.44.1 The Contractor may, by thirty (30) days written notice to the County, terminate the Contract for failure to pay an undisputed invoice that is sixty (60) or more days late.

8.44.2 The County may, by thirty (30) days written notice to the Contractor (specifying the nature of the breach and specific steps that should be followed to cure the breach), terminate the whole or any part of this Contract or a Statement of Work, if, in the judgement of County's Project Director:

8.44.2.1 has materially breached this Contract; or

8.44.2.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

8.44.2.3 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.

- 8.44.3** Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for its Subcontractor if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "Subcontractor(s)" means subcontractor(s) at any tier.
- 8.44.4** The rights and remedies of the County provided in this Paragraph 8.44 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 Termination for Improper Consideration

- 8.45.1** The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.45.2** 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/>.
- 8.45.3** Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.46 Termination for Insolvency

- 8.46.1** The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- 8.46.1.1 Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - 8.46.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - 8.46.1.3 The appointment of a Receiver or Trustee for the Contractor; or
 - 8.46.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.46.2** The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.47 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.48 Termination for Non-Appropriation of Funds

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

8.49 Validity or Unenforceability

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby. Any provision found to be unlawful, unenforceable or void shall be severed from the remainder of the Contract, and the remainder of this Contract will continue in full force and effect without said provision.

8.50 Waiver

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

8.51 Warranty Against Contingent Fees

8.51.1 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.

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

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

8.52.1 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.

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

8.53 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" shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.54 Time Off for Voting

The Contractor shall notify its employees and shall 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 shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

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

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

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

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

8.56 Compliance with Fair Chance Employment Practices

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

8.57 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.

8.58 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 shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Contract.

8.59 Injury and Illness Prevention Program

Contractor shall 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.

8.60 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.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 System and Intellectual Property

9.1.1 Access Grant

9.1.1.1 Scope of Grant.

Subject to the terms and conditions of this Contract, Contractor grants the County and its Authorized Users a license to access and use the System for its internal business use in compliance with the terms of this Contract and attached Exhibits ("License").

9.1.1.2 Documentation.

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

9.1.2 Work Product and Background Intellectual Property.

9.1.2.1 Ownership of County Information.

As between County and Contractor, all rights, title and interest in and to all intellectual property rights in County Information, which includes Submitted Data and County Confidential Information, are and will remain owned exclusively by County. County hereby grants a license to Contractor to use, transmit, store, disclose, and otherwise process County Information (subject to Exhibit J-3 Contractor Data Protection Addendum) for the sole purpose of providing the work required in this Contract, and for monitoring, and improving the functionality or performance of the System for the County as otherwise set forth in this Contract. County has and will retain sole responsibility for the accuracy, quality, integrity, legality, completeness and appropriateness of its Submitted Data.

9.1.2.2 Third Party Product.

Third Party Products as of the Effective Date are identified in Exhibit H (Third Party Product). Upon written request from the County, Contractor will provide an updated list of Third Party Products. For avoidance of doubt, Third Party Products do not include products or applications running outside of the System or the Ivalua Cloud Service application, including but not limited to those used by Contractor's datacenter providers/vendors. The County acknowledges and understands that such list of Third-Party Products is trade secret, confidential and proprietary information of Contractor and may not be shared with any third parties without the prior written consent of Contractor. In the event Contractor makes available for use any Third-Party Product to County in connection with this Contract for the System, Contractor shall obtain, where applicable and without additional cost to the County, a fully paid nonexclusive license or permission for the County to use such Third Party Product for County's internal business use with the System during the applicable Subscription Term and associated Documentation and in compliance with this Contract and attached

exhibits. For avoidance of doubt, Third Party Applications are not Third-Party Products.

9.2 Acceptance

Acceptance Criteria shall be in accordance with Section 5 (Tasks and Deliverables) of Exhibit A or other applicable Statement of Work.

9.3 Partial Acceptance for Releases 1 and 2, and Final Acceptance

Contractor will achieve Partial Acceptance for Releases 1 and 2, and Final Acceptance following Release 3, as provided for in Section 5.3.2.4 of Exhibit A (Statement of Work). Following Contractor achieving Partial Acceptance(s) and Final Acceptance, Contractor will invoice the County for the applicable Holdback amounts for each Release and County will thereafter pay such Holdback amounts.

9.4 Suspension

Contractor shall not intentionally disable, suspend or restrict County's access to the System. Notwithstanding the foregoing, only upon prior written notice to County, unless the withholding/delay of such notice is reasonably necessary to prevent imminent harm to the System or Authorized Users, Contractor retains such right to temporarily suspend County's access to the System only if County's use of the System jeopardizes the security of the System. Such temporary suspension will be (1) limited to the extent needed to mitigate the harm and should not result in suspension of all Users accessing the System unless it's necessary to protect the security of the System; and (2) the temporary suspension will be lifted as soon as the security threat is contained or resolved, whichever occurs first

9.5 Disabling Device

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

9.6 Proprietary Rights

9.6.1 Ownership Rights. As between Contractor and County, all rights, title and interest in and to all intellectual property rights in the System and related services and Contractor Confidential Information are and will remain owned exclusively by Contractor and its licensors. Ownership in all derivatives, modifications, new functionalities, enhancements and customization related to the System created by Contractor or by or for the County will immediately vest in Contractor upon creation. All non-System Deliverables (excluding Contractor's intellectual property) provided in the performance of work provided under this Contract are owned by County, and to the extent these Deliverables incorporate Contractor's intellectual property under this Contract, it will be made available as part of the License provided to the County under this Contract. Nothing in this Contract will preclude or restrict Contractor from using or exploiting any concepts, ideas, techniques or know-how of or related to the System. Other than as expressly set forth in this Contract, no license or other rights in or to the System or other Contractor intellectual property rights are granted to the County, and all such rights are expressly reserved to Contractor and its licensors.

- 9.6.2** Aggregated Data. Notwithstanding anything to the contrary, Contractor may collect and use quantitative information, during and after the Term, derived from County's use of the System (e.g. number of projects, frequency of logins) solely in aggregate form for industry analysis, benchmarking, marketing and other business purposes. All such data may only be disclosed to third parties in aggregate and anonymized form without identifying the County or its Authorized Users.
- 9.6.3** Feedback. To the extent that County provides any recommendations, suggestions, proposals, ideas, improvements, or other feedback regarding the System or Documentation ("Feedback"), County hereby grants Contractor an irrevocable perpetual license to use and further develop such Feedback in connection with the System without any restrictions or attribution.
- 9.6.4** Restrictions. County shall not: (a) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code, structure, or algorithms of the System (except to the extent expressly permitted by applicable law notwithstanding this restriction); (b) translate, adapt, create derivative works from or modify the System or Documentation, unless expressly permitted by Contractor; (c) sell, sublicense, transfer, assign (except as permitted under this Contract), lease, rent, distribute, or grant a security interest in the System; (d) allow access to the Ivalua SaaS Solution by any third persons except as permitted under this Contract; (e) use the Ivalua SaaS Solution to transmit unlawful, infringing, harmful, or other data or code which Customer is not authorized to transmit; (f) alter or remove any trademarks or proprietary notices contained in the System or Documentation; (g) attempt to gain or permit unauthorized access, circumvent or otherwise interfere with any authentication or security measures of the System, or otherwise interfere with or disrupt the integrity or performance thereof; or (h) permit or assist any other party to do any of the foregoing.
- 9.6.5** Authorized Users. Only Authorized Users are permitted to access and use the System, as authorized by the County. Authorized Users, who are suppliers/third-party vendors/contractors, may only access and use the "supplier portal" portion of the System. Contractor does not charge fees for supplier/third-party Authorized Users. County is solely responsible for: (a) approving and maintaining access, identifying and authenticating Authorized Users, and controlling against unauthorized access by Authorized Users including use or access that is inconsistent with the Usage Limits; (b) maintaining the confidentiality of usernames, passwords and account information; (c) all activities that occur under its Authorized Users' usernames, passwords or accounts as a result of Authorized Users' access to the System; and (d) Authorized Users' compliance with all applicable local, state, national and foreign laws applicable to their use of the System. Contractor will configure and implement in the System the access and security protocols approved by the County at Task 15: Security Configuration, as provided for in Exhibit A (Statement of Work). Both parties will notify each other immediately of any unauthorized use of, or access to, the System, and will use reasonable efforts to promptly stop any unauthorized access to or use of the System. County acknowledges that Contractor may monitor County's access and use of the System for the purpose of verifying compliance with this Contract.
- 9.6.6** Configuration of the System. Customer is authorized to perform configurations subject to ensuring its personnel and Authorized Users comply with the Contractor Guidelines for Configurations attached hereto as Exhibit J-4.
- 9.6.7** Third-Party Applications. Contractor may make third-party products or services, authorized by the County, available to County through or in connection with the System ("**Third-Party Applications**"). Certain providers of Third-Party Applications ("**Providers**") may require the County to accept additional terms and/or pay additional fees directly to the Provider in order to use such Third-Party Applications. By using Third-Party Applications, County permits Contractor to grant such Third-Party Applications access to Submitted Data or other data as required for the operation and support of such Third-Party Applications in connection with the System. Contractor is not responsible and provides no warranty with respect to Third-Party Applications, nor Providers' use or protection of Submitted Data or for the security practices (or any acts or omissions) of such Providers. During the Term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared

under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the Term of this Contract, any and all such working papers and all information contained therein.

9.6.8 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

9.6.9 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.

9.6.10 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.6.4 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 9.6.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.6.11 All the rights and obligations of this Paragraph 9.5 shall survive the expiration or termination of this Contract.

9.7 Non-Infringement

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

9.8 Pending Litigation

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

9.9 Reserved

9.10 Warranties regarding the System and Services

Contractor warrants that during the Term (a) the production environment of the System will materially conform to the Documentation, (b) Contractor will not materially decrease the overall functionality of the System described in the Documentation, (c) Contractor will not materially decrease the overall security of the System, (d) Contractor will use industry standard measures to prevent the introduction of viruses, Trojan horses, worms, spyware, or other such malicious code into the System, and (e) Contractor shall perform any Professional Services (if purchased by County) in a diligent and workmanlike manner. To submit a warranty claim under (a) - (e), County shall provide Contractor written notice specifying the non-conformity. Contractor will correct the non-conformity that caused the breach of warranty within 30 days, or, if Contractor cannot substantially correct the deficiency in a commercially reasonable manner, County may end the deficient service and Contractor will refund to County the Fees for the terminated service that County prepaid to Contractor prorated for the period following the effective date of termination. Notwithstanding the above, the warranty under (a) and (b) above shall not apply to any non-conformity that is a result of any modification (not a configuration) to the System not made by Contractor or as a result of County's material breach of this Contract related to use of the System. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, CONTRACTOR DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Contractor does not and shall not be deemed to provide tax or legal advice in providing the Services. County is solely responsible for compliance with all laws and governmental regulations associated with its use of the System.

9.11 Other Warranties

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

9.12 Support Services

During the term of this Contract, Contractor shall provide as part of Subscription Services, the Maintenance and Support Services as described in Exhibit J (Subscription Services; Maintenance and Support Services), in accordance with this Contract. There shall be no additional charge to County for on-site support services or on-site meetings, if agreed to by the parties, beyond the applicable Subscription Fees set forth in Exhibit B (Pricing Schedule) to remedy a breach of this Contract, to correct a failure of the System or to fulfill Contractor's obligations pursuant to this Contract.

9.13 System Performance Requirements

Contractor represents and warrants that when operated in conformance with the terms of this Contract, the System and/or Services (as applicable) shall be in accordance with the service levels set forth in Exhibit J (Subscription Services; Maintenance and Support Services).

9.14 Termination Transition Services

For ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract ("Transition Period"), Contractor shall assist the County in extracting and/or transitioning all County Data submitted into the System in the original format for uploaded documents and in a standard flat file format (csv, xls or txt) for data stored in the application database. During this Transition Period, County and its Authorized Users will continue to have access to the System with the same pricing and terms as set forth in this Contract. The Transition Period, along with any associated costs, may be modified as agreed upon in writing by the parties in a Change Order.

Prior to the expiration or termination of this Contract, County may require Contractor to provide services to transition the services or County Data submitted into the System from Contractor to County or County's designated third party, including retrieving County Data submitted into the System in an alternative format ("Transition Services"). Upon County's request for Transition Services, County and Contractor agree to negotiate in good faith the statement of work and the price for such Transition Services. Contractor agrees that in the event that County terminates the Contract for any breach by Contractor, Contractor shall perform Transition Services as agreed between the parties, but County may reserve its rights to recover any fees paid for Transition Services to Contractor as part of its breach recovery. Contractor shall provide County with all of the Transition Services as provided in this Paragraph 9.14 (Termination Transition Services). The duty of Contractor to provide such Transition Services shall be conditioned on County continuing to comply with its obligations under the Contract, including payment of all applicable fees. Contractor shall have no right to withhold or limit its performance or any of such Transition Services on the basis of any alleged breach of this Contract by County, other than a failure by County to timely pay the amounts due and payable hereunder. County shall have the right to seek specific performance of this Paragraph 9.14 (Termination Transition Services) in any court of competent jurisdiction and Contractor hereby waives any defense that damages are an adequate remedy. Compliance with this Paragraph 9.14 (Termination Transition Services) by either party shall not constitute a waiver or estoppel with regard to any rights or remedies available to the parties.

9.15 Information Security and Privacy Requirements

Contractor shall comply with the requirements set forth in Exhibit I (Information Security and Privacy Requirements).

9.16 Data Destruction

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

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

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

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable, and that it will be permanently removed from Contractor's backup by no later 36 months from the date the data is destroyed.

Compliance with County's Women in Technology Hiring Initiative

- 9.17 At the direction of the Board, the County has established a "Women in Technology" (WIT) Hiring Initiative focused on recruiting, training, mentoring and preparing all genders, including women, at-risk youth, and underrepresented populations (program participants) for County Information Technology (IT) careers. In support of the subject initiative, IT contractors currently offering certification, training, and/or mentoring programs must make such program(s) available to WIT program participants, if feasible. Contractors must report such programs available to: WITProgram@isd.lacounty.gov.

10.0 SURVIVAL

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

Paragraph 2.0 (Definitions)

Paragraph 4.0 (Term of Contract)

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

Paragraph 5.5 (Invoices and Payments)

Paragraph 7.6 (Confidentiality)

Paragraph 8.20 (Force Majeure)

Paragraph 8.21 (Governing Law, Jurisdiction, and Venue)

Paragraph 8.23 (Indemnification) shall survive expiration or termination of the Contract solely to the extent that an applicable third party claim is brought within the applicable statute of limitations.

Paragraph 8.24 (Limitation of Liability)

Paragraph 8.35 (Notices)

Paragraph 8.43 (Termination for Convenience)

Paragraph 8.44 (Termination for Default)

Paragraph 8.49 (Validity or Unenforceability)

Paragraph 8.50 (Waiver)

Paragraph 9.1.2 (Work Product and Background Intellectual Property)

Paragraph 9.4 (Suspension)

Paragraph 9.6 (Proprietary Rights)

Paragraph 10 (Survival)

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

CONTRACTOR: (IVALUA, INC.)

Name

By Suman Raju *Suman Raju*

Name

Chief Financial Officer

Title



07/22/2025 03:17 PM PDT

COUNTY OF LOS ANGELES

By 

Michael Owh

Director

Internal Services Department

Date 

APPROVED AS TO FORM:

DAWYN R. HARRISON

County Counsel

By  
Principal Deputy County Counsel

CONTRACT NO. ITS-10641-C
FOR
E-PROCUREMENT SYSTEM AND RELATED SERVICES
TABLE OF CONTENTS OF EXHIBITS

STANDARD EXHIBITS

- A STATEMENT OF WORK
 - Attachment 1 - Functional Requirements
 - Attachment 2 - Technical Requirements
 - Attachment 3 - Configuration Requirements
 - Attachment 4 - Reserved
 - Attachment 5 - Task/Deliverable Acceptance Form
 - Attachment 6 - Contract Discrepancy Report
 - Attachment 7 - Change Order Request Form
- B PRICING SCHEDULE
- C CONTRACTOR’S PROPOSED IMPLEMENTATION SCHEDULE
- D COUNTY’S ADMINISTRATION
- E CONTRACTOR’S ADMINISTRATION
- F RESERVED
- G RESERVED
- H THIRD PARTY PRODUCTS
- I INFORMATION SECURITY AND PRIVACY REQUIREMENTS
- J SUBSCRIPTION SERVICES; MAINTENANCE AND SUPPORT SERVICES
 - Attachment 1 – Maintenance Hours and Details Per Service Level Purchased
 - Attachment 2 – eProcurement Upgrade Process
 - Attachment 3 – Contractor Data Protection Addendum
 - Attachment 4 – Contractor Guidelines for Configurations

EXHIBIT A

**EPROCUREMENT SYSTEM
STATEMENT OF WORK**

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
1.0 INTRODUCTION.....	1
1.1 Background.....	1
1.2 Background of Current System.....	1
2.0 SCOPE SUMMARY	2
3.0 ADMINISTRATION:.....	4
3.1 County Resources	4
3.2 Contractor Furnished Items.....	5
3.3 Contractor Resources: Key Staff	5
4.0 PROJECT MANAGEMENT.....	6
4.1 General Requirements.....	6
4.2 Project Phases	6
5.0 TASKS & DELIVERABLES	7
5.1 Phase 1 - Discovery/Planning	8
5.2 Phase 2 - Implementation.....	12
5.3 Phase 3- Implementation/Deployment.....	32
5.4 Phase 4 - Post-Implementation Support for Releases 1 and 2 (Cut-Over)	50
5.5 Phase 5 - Ongoing Operations	52
6.0 OPTIONAL WORK AND/OR 3 MONTH AUDITOR CONTROLLER DESIGN, DEVELOPMENT, AND ALIGNMENT PHASE.....	55
7.0 SUMMARY OF DELIVERABLES	58
ATTACHMENTS	
Attachment 1	Functional Requirements
Attachment 2	Technical Requirements
Attachment 3	Configuration Requirements
Attachment 4	Reserved
Attachment 5	Task/Deliverable Acceptance Form
Attachment 6	Contract Discrepancy Report
Attachment 7	Change Order Request Form

1.0 INTRODUCTION

1.1 Background

The County of Los Angeles (County) is one of the nation's largest counties with the largest population – nearly 10.1 million, of any county in the United States, and is exceeded by only eight states. With over 120,000 employees and 38 departments and/or commissions, the County provides a broad array of services to one of the most culturally diverse communities in the country.

Purchasing and Contracting services are largely decentralized throughout the County's departments, with the exception of specific goods and services procured through the County's Internal Services Department (ISD), who serves as the County's Purchasing Agent. ISD provides centralized purchasing on behalf of all County departments, as well as contract and administrative support services for ISD and 37 client departments.

The Board of Supervisors (Board) has the authority prescribed by State statute to enter into Contracts on behalf of the County and to delegate limited contract authority to County department heads, agents, and officers acting under authority of the Board. In addition, certain departments have specific authority by statute to contract for particular goods and services.

In Fiscal Year 2020-21, the County procured approximately \$8.5 billion, including social and health services, construction, professional services and commodities, through 220,220 transactions. There are approximately 21,000 County users working within Electronic Countywide Accounting and Purchasing System (e-CAPS). There are currently approximately 97,000 vendors registered to do business with the County.

1.2 Background of Current System

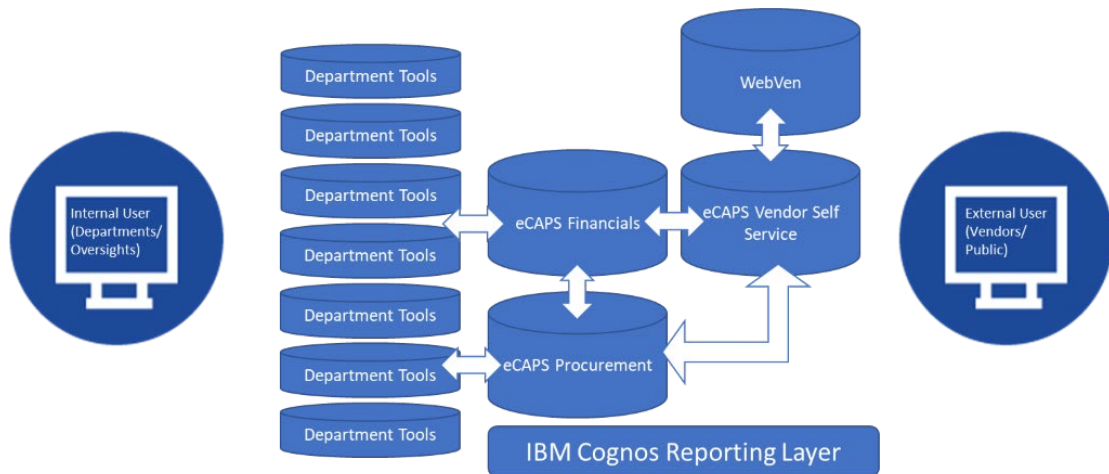
The County utilizes e-CAPS which was initiated in 2004 and deployed in 2005. Since then, multiple expansions to e-CAPS have been implemented, including but not limited to Procurement, Capital Asset Management, Inventory Management, Budget Preparation, Grants Management, Contract Management, and Vendor Self-Serve (VSS).

All commodities and some specialized services subject to the Purchasing Agent authority are procured through the procurement module of eCAPS, known as the County's Enterprise Financial Management System. Service contracts that are subject to approval by the Board of Supervisors are not procured through e-CAPS.

1.2.1 Procurement System Architecture

The current procurement system architecture, as detailed in Table 1 (Current System Architecture) below, includes the core e-CAPS system for Financials and Procurement and ancillary systems for reporting. In addition, external systems support online vendor activities and requirements unique to County Departments.

Table 1: Current System Architecture



2.0 SCOPE SUMMARY

The County is in need of a state-of-the-art fully integrated SaaS solution ("System") that will manage the entire procurement life cycle from requisition to payment, ensuring the effective management and procurement of all purchase orders and service contracts managed by ISD and participating County departments. The System shall accurately allow for the procurement, system monitoring, reporting, and management of purchase orders and service contracts. Contractor will implement the System in three releases as provided in this Exhibit A (Statement of Work); The first release ("Release 1") will cover service contracting for six department; the second release ("Release 2") will cover procure to pay for all County departments; and the third release ("Release 3") will cover deploying service contracting to all remaining County departments. Notwithstanding anything to the contrary herein, for the avoidance of doubt, the County and Contractor agree that in the event of a conflict between the final Design Document as approved by the parties, and Appendix A and attachments 1,2, and 3, the final Design Document shall control and prevail.

The County expects to manage the configuration of the System following successful deployment.

In summary, Contractor is to:

- 2.1 Provide a centralized and standardized, configurable Contractor hosted, fully integrated SaaS System that will support County processes, procedures, workflows and forms that can be used by County Departments, while reducing the need for paper/hard copies of documents.
- 2.2 Provide a user friendly, clear and intuitive System and user interface to aid in adoption, acceptance and use of the System Countywide.
- 2.3 Provide comprehensive procurement reports, analytics and business intelligence tools;
- 2.4 Provide an easy-to-use public-facing portal with features such as vendor registration, including files attachments i.e. certifications, proof of insurance, account maintenance,

- access to bid opportunities and secure/confidential features such as bid submission or elements of a bid; online invoicing, and vendor access to issued awards and payments;
- 2.5** Centralized, mobile and user-friendly System that integrates all the components of the procurement process seamlessly and automates manual processes including alerts and approvals, with the capability to process transactions based on the volume and type required by the County;
 - 2.6** Provide all professional services for configurations, in scope data conversion and migration, reports, dashboards, development of forms, integration, implementation, testing, training and post production support;
 - 2.7** Provide the flexibility to take advantage of advancements in functionality and technology that would enable significant improvements in business and administrative practices and efficiencies as part of the Subscription Services package applicable to the County;
 - 2.8** Provide ability to support file attachments and export procurement data (standard System file formats);
 - 2.9** Provide transparency of County processes, vendor utilization, and County procurements;
 - 2.10** Reduce/eliminate duplication of work and streamline procurement processes;
 - 2.11** Host internal catalogs and interface through punch out to vendor catalogs for secure purchasing efficiency with approved suppliers as of Go-Live for Release 2;
 - 2.11.1.1 Up to twenty (20) punch-out catalogs that entail enabling appropriate supplier credentials and coordinating testing with suppliers;
 - 2.11.1.2 Up to twenty (20) hosted catalogs that entail loading of items provided by the County's Buyers in the requisite iValua format;
 - 2.11.1.3 Direct (cXML) PO and invoice enablement for up to twenty (20) supplier records;
 - 2.11.1.4 The Contractor will support the County's supplier enablement activities in order to onboard future suppliers during the Release 2 implementation;
 - 2.11.1.5 Train County appropriately and provide for proper knowledge transfer so County can prepare its own catalogs after Contractor's work is completed for the various catalogs;
 - 2.11.1.6 Support manual and electronic invoicing, approval and three-way matching capabilities that reduce risk, improve accuracy, and reduce payment cycle times;
 - 2.11.1.7 Facilitate transactional risk to be measured and managed. Targeted audit trails, risk analytics and budget insight at decision points to drive accountability and change spending behavior;
 - 2.11.1.8 Enable active policy management, budget adherence and internal controls for improved auditability;

- 2.11.1.9 Provide real-time expenditure reports, track spend and projects against contract sums, and report on budget vs actuals;
- 2.11.1.10 Email notifications, in-app alerts, document uploads/downloads and multi-device mobility for secure remote requisitioning, approvals and compliance checks;
- 2.11.1.11 Capabilities and API's to configure both simple and complex integrations with external systems and data sources. Integration methods will include batch, real time, row level and transactions;
- 2.11.1.12 Implement up-to-date best practices relating to Countywide enterprise - wide procurement solutions addressing the entire source to pay cycle, including robust business intelligence and data analytics capabilities;
- 2.11.1.13 Provide cultural (organizational) change management activities to include audience analysis, communications plan, process documentation, training, etc.

3.0 ADMINISTRATION

This project will be overseen and monitored by the Internal Services Department, County Project Director and County Project Manager, all of whom will monitor Contractor activities, personnel and progress on this project pursuant to the Contract. This project is being undertaken with the following responsibilities, including but not limited to the following:

3.1 County Resources

County will provide the following:

3.1.1 County's Project Director

The County's Project Director is responsible for the Contractor's overall performance of the Contract and shall have the authority to commit County resources to address all needs and responsibilities addressed in the Contract.

3.1.2 County's Project Manager

The County's Project Manager shall report directly to the County's Project Director. The County's Project Manager shall serve as the primary point-of-contact between the County's Project Director and the Contractor. The County'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 Contract dates are met, including but not limited to, conducting scheduled meetings with Contractor to address System implementation and coordination with internal County stakeholder(s), including Auditor Controller, CEO/CIO, regarding operational, performance, regulatory, legislative, and other aspects of System implementation and management.

3.1.3 Designated County Staff

Staff responsible for certain project activities, as determined by County's Project Director and/or County Project Manager, including working with Contractor staff, providing certain subject matter expertise and additional resources for workgroups, requirements validation, testing, and review of Deliverables and other work. Staff will provide appropriate knowledge transfer to the Contractor regarding County's existing Project Controls System functionality, policies, and procedures.

3.2 Contractor Furnished Items

Unless expressly stated otherwise, Contractor shall provide all tasks, Deliverables, goods, services, and other work to perform and complete such work as is set forth in the Contract, including this Statement of Work. The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by its employees and County personnel.

3.3 Contractor Resources: Key Staff

The Contractor shall provide sufficient and qualified/experienced staff to perform all work in accordance with this Statement of Work. The Contractor shall provide technical support within the designated hours with the ability to provide remote support as needed.

The Contractor shall provide the following key staff, which shall be part of Contractor's project management team. All proposed staff performing implementation work must perform and render all Services within the continental United States; and Contractor will be permitted to use off-shore resources for configuration work provided those resources do not have access to County sensitive production data.

3.3.1 Contractor Project Director

Shall be a full-time employee of the Contractor responsible for the Contractor's overall performance of the Contract and shall have the authority to commit resources of the Contractor to address all needs and requirements addressed in the Contract. The Contractor's Project Director must be employed by the Contractor and have more than five (5) years of related experience on similar projects (size, scope, and complexity).

3.3.2 Contractor's Project Manager

Shall be a full-time employee of the Contractor and shall be assigned to the Project. The Contractor's Project Manager shall report directly to the Contractor's Project Director. The Contractor's Project Manager shall serve as the primary point-of-contact between the County's Project Manager and the Contractor. The Contractor'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 Contract dates are met. The Contractor's Project Manager shall have full authority to act on behalf of the Contractor on all matters relating to the daily operation of the Contract. The Contractor's Project Manager

shall be able to effectively communicate in English, both orally and in writing. The County must have access to the Contractor's Project Manager, either on-site or telephonically, from 8:00 a.m. to 6:00 p.m. PST, Monday through Friday. The Contractor's Project Manager must be employed by the Contractor and have more than five (5) years of related experience on similar projects (size, scope, and complexity).

4.0 PROJECT MANAGEMENT

4.1 General Requirements

- 4.1.1** The Contractor shall employ best practices and standards in the performance of all work, including but not limited to the following: full planning, monitoring, supervision, risk management tracking, and control for all project activities during the Term of the Contract.
- 4.1.2** The Contractor shall provide a complete and comprehensive set of services for the implementation and deployment of the System.
- 4.1.3** Contractor staff shall be responsible for specific activities, as determined by Contractor's Project Manager, including working with County staff, providing technical expertise needed to implement and deploy the System, developing workflows, requirements validation, testing, training and other work as needed.
- 4.1.4** After an unsuccessful escalation process following discussion with the Contractor, the County reserves the right to require a change in the Contractor's staff if the assigned Contractor's staff is not, in the opinion of the County, adequately serving the needs of the County. The Contractor's staff must be available to meet with County's staff, if needed, to resolve issues that may arise.
- 4.1.5** At County's request and discretion, Contractor is required to attend scheduled meetings and any ad-hoc meetings, which will be virtual, unless County requires an in-person meeting in a particular instance, with reasonable advance notice from the County to the Contractor.

4.2 Project Phases

The County has defined major phases for this project:

4.2.1 Phase 1 - Discovery/Planning (Align)

Conduct discovery sessions with County to determine the needs of the County. Assess and map County business processes to System functionality options with the goal of identifying process improvements for the County. Determine implementation approach and scope, change management and training approach and Deliverables. Conduct technical assessment to determine development scope for System configurations, data conversions, integrations, reports\dashboards, etc. Confirm scope of hosted delivery platform.

4.2.2 Phase 2 - Implementation (Envision)

Develop specifications, conduct development and configurations, and testing of System configurations, data conversions, systems integrations, reports\dashboards, etc. Develop and implement change management, communications, and training plans. Conduct performance testing within mutually agreed scope. Complete technical requirements i.e. environments, setup of batch processes, network access requirements, etc.

4.2.3 Phase 3 - Deployment (Achieve)

Execute change management communications and training plans, including identification of Contractor's approach to meeting deadlines and handling delays. Execute production cut over procedures. The System is operationally in use by the County.

4.2.4 Phase 4 - Post-Implementation Support (Hypercare)

Immediately follows go-live for Release 1, Release 2, and Release 3 and continues for a 60 day-period following Go-Live for each release. In addition, the County will have the option to purchase an extension of the support for a number of months determined by the County at the time the support is extended.

4.2.5 Phase 5 - Subscription Services

Contractor shall provide for the Subscription Services as provided in Exhibit J.

5.0 TASKS & DELIVERABLES

Throughout the Contract Term, under the direction of the County Project Manager, the Contractor shall apply requisite technical and management skills and techniques to assure satisfactory, timely completion of project tasks and Deliverables, and establish a project control and reporting system which shall provide routine and realistic assessments of progress against requirements of this Exhibit A (Statement of Work).

Contractor shall provide one (1) electronic copy (in Microsoft Office 2013 or higher: PowerPoint, Word, Excel, Visio and Project) of all final versions of Deliverables, as applicable. The County's right to approve all Deliverables and other work, as set forth in this Contract, shall not be limited in any way by the contents of any prior approved Deliverable by the County. The Deliverable due dates are as set forth herein, including in Paragraph 7.0 (Summary of Deliverables), or as mutually agreed to by the parties and set forth in the Implementation Schedule. Once the Implementation Schedule is approved by County's Project Director, unless otherwise authorized in writing by County's Project Director, Deliverables must be approved by County's Project Director according to this schedule. In general, County requires up to ten (10) business days to review each Deliverable, with a corresponding up to ten (10) business days resolution period for Contractor to correct any Deficiencies regarding the Deliverable. However, Contractor acknowledges and agrees that some Deliverables may require a more extensive review and resolution. Contractor shall identify such Deliverables and schedule Deliverable review/resolution periods accordingly in its

proposed Implementation Schedule. County reserves the right to increase the review period prior to its final approval of the proposed Implementation Schedule.

Each Deliverable described in Paragraph 5.0 (Task and Deliverables) shall be deemed accepted upon County's formal approval of the Task/Deliverable Acceptance Form submitted upon completion of each Deliverable, unless stated otherwise. Refer to Attachment 5 (Task/Deliverable Acceptance Form). Acceptance of all pre-deployment deliverables (as agreed to by the parties in the Project Schedule) is required to move to Production. Upon delivery to Production as approved by County, all milestones are deemed accepted for the purposes of payment. All deliverables in a Task marked with an asterisk (*) are Key Deliverables subject to Paragraph 8.27 (Liquidated Damages) of the Contract.

5.1 Phase 1 - Discovery/Planning

5.1.1 Task 1: Incoming Orientation Plan

5.1.1.1 Contractor shall plan and conduct an Incoming Orientation Plan meeting with ISD, and other project stakeholders. Contractor shall develop a draft meeting agenda prior to conducting the meeting.

5.1.1.2 Incoming Orientation Plan for System shall include:

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

5.1.1.3 Contractor shall submit a draft meeting agenda to the County Project Manager within five (5) business days following Contract's Effective Date for approval.

5.1.1.4 Contractor shall conduct the Incoming Orientation Plan Meeting within seven (7) business days following Contract's Effective Date.

DELIVERABLE 1 – Incoming Orientation Agenda and Plan

- € Incoming Orientation Agenda
- € Incoming Orientation Plan for eProcurement System
- € Conduct the Incoming Orientation Plan Meeting within seven (7) business days following Contract's Effective Date
- € SOW Attachment 5 (Task/Deliverable Acceptance Form)

Contractor shall carry out the activities described in Task 1. Deliverables shall be reviewed and approved, in writing, by the County Project Manager.

5.1.2 Task 2: Business Process Review

As part of Releases 1, 2, and 3, the Contractor shall lead work group sessions and provide tools and other services as required to complete the Business Process Review sessions with the goal of implementing processes that take advantage of native System capabilities, emphasizing ease of use for users, and minimizing development efforts. The Contractor shall address and provide the following services:

- 5.1.2.1 The Contractor and the County will collaborate to identify the list of To-Be processes to be reviewed, designed, and enabled;
- 5.1.2.2 Workshops by functional area, including System functionality and business intelligence/data analytic capabilities;
- 5.1.2.3 Use of the selected solution software in the facilitation of the workshops;
- 5.1.2.4 Identification of process improvement opportunities for each process area;
- 5.1.2.5 Identification of change impacts;
- 5.1.2.6 Inclusion of agency participants beyond the County Project Team members; and
- 5.1.2.7 Production of To-Be business process design documents that capture a profile of the business process, process flow diagrams, inputs, outputs, and linkages to other processes and modules.
- 5.1.2.8 Conduct an impact assessment of the To-Be-Process; prepare and provide the County with an impact assessment report which shall include identification of the critical impacts, insufficiently described requirements and mitigation measures to be taken.
- 5.1.2.9 Policy development is not included in the scope of this proposal. Any relevant and required updates (change impacts), resulting from the Contractor implementation will be identified by the County during the Business Process Review deliverable and implemented by the County.

- 5.1.2.10 During the implementation work, the Contractor will provide for a single common supplier management process across all agencies.
- 5.1.2.11 County will provide as-is procurement policy and process documentation that are already in use and support existing procurement policies.
- 5.1.2.12 County is responsible for affirming that all change impacts identified through workshops are comprehensive.
- 5.1.2.13 Contractor is responsible for capturing in the System changes described during the review process.
- 5.1.2.14 For Release 3, the parties will review the prior Business Process Design Documents, Profiles and Process Flow Diagrams, and determine if any changes or adjustments need to occur. If none are required, Contractor will submit a report indicating such for County's review and approval. If changes or adjustments are needed, it will be handled pursuant to a change order for Contractor to update the Business Process Design Documents, Profiles and Process Flow Diagrams.

DELIVERABLE 2 – Business Process Review

- € To-Be Business Process Design Documents, Profiles and Process Flow Diagrams for Release 1;
- € Impact Assessment from To-Be Process for Release 1;
- € To-Be Business Process Design Documents, Profiles and Process Flow Diagrams for Release 2;
- € Impact Assessment from To-Be Process for Release 2;
- € Report for Release 3 Indicating Completion of Review for Any Needed Changes/Adjustments (If Changes/Adjustments are needed, it will be handled separately as part of the change order process.)
- € SOW Attachment 5 (Task/Deliverable Acceptance Form)

Contractor shall carry out the activities described in Task 2. Deliverables shall be reviewed and approved, in writing, by the County Project Manager.

5.1.3 Task 3: Implementation Plan and Schedule

A detailed Implementation Plan shall be submitted within forty-five (45) days of contract award. The Implementation Plan shall be accessible via Microsoft Project 2019® or any other mutually agreed tool. The Implementation Plan Deliverable shall include any assumptions and constraints associated with System

implementation. No changes to the Implementation Plan can occur without the consent of the County. The Contractor's Implementation Plan shall define the schedule of Deliverables, identifying any dependencies between Deliverables that require County approval. Once the Implementation Plan is approved, Deliverables must be approved by the County's Project Manager according to this schedule prior to Contractor beginning work on any subsequent Deliverables. If the Contractor begins work on the next scheduled Deliverable without receiving the County's Project Manager's approval, Contractor does so at Contractor's sole risk, including the County's right to withhold payment.

5.1.3.1 The Implementation Plan shall, at a minimum, include the following:

1. A plan for managing, monitoring and tracking of progress of completion of tasks and Deliverables throughout the entire Implementation of the System as required in this SOW,
2. An approach to completing all work described in this SOW, including a work breakdown structure with task descriptions, associated Deliverables, and resource requirements, including but not limited to task and Deliverable schedules, dependencies, critical paths, and responsible parties (both Contractor and County) assigned to each task and Deliverable.
3. Configuration Management. All configuration items will be listed and fully tracked from the approved design until full acceptance, in the CSE (Customer Support Extranet) system of the Contractor. County's personnel will enter their test results in the CSE.
4. Overall project management methodology and any additional items identified by the Contractor required for a successful implementation,
5. Approach to meeting deadlines and handling delays.
6. Proposed County review/resolution period for each Deliverable.
7. Procedures for the System production turnover.

5.1.3.2 Implementation Schedule which shall include, at a minimum, the following:

1. All Deliverables, tasks, and other work.
2. Start date and completion date for each Deliverable, task, and other work.
3. Proposed County review period for each Deliverable.
4. Time required to complete all tasks and subtasks.

5. Specific milestones to determine the project's progress and to evaluate Contractor's performance in meeting the requirements of this contract;

DELIVERABLE 3 – Implementation Plan and Schedule

- € Implementation Plan*
- € Implementation Schedule*
- € SOW Attachment 5 (Task/Deliverable Acceptance Form)

Contractor shall carry out the activities described in Task 3. Deliverables shall be reviewed and approved, in writing, by the County Project Manager.

5.2 Phase 2 - Implementation

5.2.1 Task 4: Quality Control and Issue Resolution Plan

The Contractor shall provide a Quality Control Plan and use a proven methodology for issue identification, tracking, and resolution that shall be accessible to County Project Team members. The reference for the issue tracking is the CSE, Contractor's Customer Support Extranet system.

5.2.1.1 Quality Control

Contractor shall maintain a comprehensive Quality Control Plan to ensure a consistently high level of service throughout the term of the Contract. Contractor's Quality Control Plan and any changes must receive County's written approval in advance. The Quality Control Plan shall include, but not be limited to, the following:

1. Method in which Contractor intends to ensure the quality of the services provided under the Contract.
2. The Resolution process from the time an issue is identified until it is resolved, including the escalation process that takes place when an issue cannot be resolved without involving higher level Contractor personnel. Include the names and contact information of those involved in the escalation process and the time frames or schedules of when they would be contacted.
3. Method of monitoring to ensure that Contract requirements are being met, including, but not limited to response times, Operations, Maintenance, Performance and Service Level Requirements, and how often reports identifying these issues are reviewed and by whom.
4. Mechanism Contractor uses to maintain records of all maintenance activity conducted by Contractor, any corrective action taken, the

time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action. All information shall be provided to County upon request.

5. Explanation of the process used from the time a formal complaint or Contract Discrepancy Report (CDR) has been received until such time a complaint or CDR has been resolved and completed.

5.2.1.2 Issue Resolution

The issues tracking process shall integrate into configuration management, software change control, testing processes, and the overall project management methodology. Topics that shall be included in Issue Resolution Plan are:

1. Issue identification;
2. Issue tracking, reporting, and trending;
3. Issue review, prioritization, and assignment;
4. Issue analysis;
5. The Resolution process from the time an issue is identified until it has been resolved;
6. Issue escalation; including the escalation process that takes place, the names and contact information of those involved in the escalation process and the time frames or schedules of when they would be contacted;
7. Issue follow-up (for resolutions with lead time); and
8. Impact to the overall project schedule and budget.

The Contractor shall provide a Quality Control and Issue Resolution Plan for collaboratively resolving implementation issues for approval by the County. The Quality Control and Issue Resolution Plan shall also incorporate the incident management procedures as it relates to the problems and issues with the hosted technology delivery platform provider and the process for Project Team members to use, to report, track, and monitor incidents to the Help Desk services provided by the Contractor. This protocol is expected to address the topics above, responsible parties, and specific steps to be taken on issues or disputes arising during the implementation process.

DELIVERABLE 4 – Quality Control and Issue Resolution Plan

€ Quality Control and Issue Resolution Plan

€ SOW Attachment 5 (Task/Deliverable Acceptance Form)

Contractor shall carry out the activities described in Task 4. Deliverables shall be reviewed and approved, in writing, by the County Project Manager.

5.2.2 Task 5: Business Continuity/Disaster Recovery Plan

5.2.2.1 This Task 5 deliverable describes the County's business continuity and disaster recovery plan (the "Business Continuity/Disaster Recovery Plan") to be developed to ensure the County maintains or quickly resumes its essential functions in the event of an emergency or other occurrence (for example, fire, vandalism, and natural disaster) that could adversely impact Customer's use of the Cloud Service. For avoidance of doubt, Contractor's own Business Continuity/Disaster Recovery Plan is separate from, and is not being updated or modified by, this Task 5 deliverable. This Business Continuity/Disaster Recovery Plan Task 5 deliverable is intended solely for the County's use and compliance.

5.2.2.2 The Contractor shall provide a Business Continuity/Disaster Recovery Plan, including details on how System and software backups and backups of County data are performed. The Contractor will leverage Contractor's Contingency Plan when preparing the County's Business Continuity/Disaster Recovery Plan.

5.2.2.3 The Business Continuity/Disaster Recovery Plan shall include a business impact analysis to determine the areas in the County's technical infrastructure that are required. The Business Continuity/Disaster Recovery Plan shall describe each of the above System disruption events in accordance with the results of the business impact analysis and determine the appropriate actions to be taken to ensure restoration and/or continuity of services in accordance with the Contract. The Business Continuity/Disaster Recovery Plan shall describe procedures relating to the monitoring, testing, and plan revision as applicable.

5.2.2.4 The Business Continuity/Disaster Recovery Plan shall serve as a master plan for responding to System outages, ensuring continuity of business operations, and recovery from a disaster. In this Business Continuity/Disaster Recovery Plan, Contractor shall include:

5.2.2.4.1 Business impact analysis of the System functionality and the County Data for the System that identifies and prioritizes the critical systems and components;

5.2.2.4.2 Emergency mode of operations that provides the procedures to enable business continuity and recover from the emergency mode of operation with minimal impact on Users; and

- 5.2.2.4.3 Command and control processes and procedures that delineate specific roles and responsibilities, communication, and actions that County's staff must follow in an emergency.
- 5.2.2.5 Procedures for performing business continuity/disaster recovery testing during implementation. In addition to the testing during implementation, the business continuity/disaster recovery testing should be conducted annually. The procedure for testing shall include:
 - 5.2.2.5.1 Readiness to switch-over to the backup site for Production Use when primary site is down; Production Use is the actual use of the System in the production environment to process live data in County's day-to-day operations and use of the System.
 - 5.2.2.5.2 Test results reports; and
 - 5.2.2.5.3 County updates to the Business Continuity/Disaster Recovery Plan based on revisions to Contractor's Business Continuity / Disaster Recovery Plan.
- 5.2.2.6 Exercise log that documents the calendar day(s) when the County's Business Continuity/Disaster Recovery Plan is tested, what the nature of the test(s) are, any problems identified during each test, and corrective actions to be taken. Establish the procedure to request Contractor's Contingency Plan exercise log.
- 5.2.2.7 Revision history that documents any changes made to the Business Continuity/Disaster Recovery Plan. Contractor shall maintain a backup of the System, County Data, and System configuration as set forth in the Contract and per contractual RPO commitments.

DELIVERABLE 5 – Business Continuity/Disaster Recovery Plan

€ Business Continuity/Disaster Recovery Plan

€ SOW Attachment 5 (Task/Deliverable Acceptance Form)

Contractor shall carry out the activities described in Task 5. Deliverables shall be reviewed and approved, in writing, by the County Project Manager.

5.2.3 Task 6: Project Controls, Standards, and Procedures (Phase 2 – Implementation)

The Contractor shall provide project controls, standards, and procedures for all project tasks in a Project Control Document. These items are required to be submitted for review and approval by the County's Project Manager. The project controls, standards, and procedures combine the key planning and control documents and serves as the foundation for defining how the project team will

perform project administration and management activities. It is intended to be a tool for communicating the project's management practices to managers, team members, and stakeholders.

The Project Controls, Standards and Procedures (Project Control Document) shall include, but are not limited to:

5.2.3.1 Managing Project Documentation

Includes templates used (e.g., business process flow diagrams and process profiles, configuration setting and procedures, functional and technical design specifications, test case scenarios, change request procedures, etc.), organization of project directories, naming conventions, and version control procedures;

5.2.3.2 Meeting Procedures

Includes techniques and technology solutions to ensure that meetings are efficient, productive and discussions, decisions, and action items are adequately documented and acted on;

5.2.3.3 Business Process Review Standards

Includes standards and templates used for business process analysis, opportunity identification, process flow diagramming, and profile development.

5.2.3.4 Development Standards

Includes standards and procedures for design specifications, review and approval processes, testing, and other controls to ensure the quality and consistency of customizations.

5.2.3.5 Configuration Standards

Includes standards and procedures for configuration specifications, review and approval processes, testing, and other controls to ensure the quality and consistency of configurations.

5.2.3.6 Software Change Control Procedures

Includes the procedures and/or automated tools that shall be employed to manage software changes and ensure the integrity of programs and configuration settings developed to support the System.

5.2.3.7 Quality Assurance

Comprehensive Quality Assurance Plan to assure the County a consistently high level of service throughout the term of the Contract, including Quality Assurance (QA) methodology and practices.

5.2.3.8 Scope Management

Includes scope control processes to ensure that work is not performed on out- of-scope features, functions, or tasks unless the County grants advanced written authorization. This includes processes to provide a competent assessment of the impact of potential scope changes to assist with the County’s decision-making processes.

5.2.3.9 Deliverable Outlines

Includes Deliverable Expectation Document (DED) that identifies the content (i.e. outline), the acceptance criteria for the Deliverable as required by the County, the review complexity, and the County approvers for each Deliverable.

5.2.3.10 Deliverable Reviews

Includes the process and time periods whereby the County determines the readiness of a Deliverable for formal submission, provides feedback on deficiencies, and conducts subsequent reviews.

5.2.3.11 Risk Mitigation

Includes a Risk Mitigation Plan to ensure that risks are discussed and addresses as they are discovered. The plan shall include protocols to rate the severity of risks.

DELIVERABLE 6 – Project Control, Standards, and Procedures

€ Project Control, Standards, and Procedures – Project Control Document

€ SOW Attachment 5 (Task/Deliverable Acceptance Form)

Contractor shall carry out the activities described in Task 6. Deliverables shall be reviewed and approved, in writing, by the County Project Manager.

5.2.4 Task 7: Change Management and Communications Plan

5.2.4.1 The Contractor shall provide a method and approach, guidance for best practices, and mentoring to support a successful transition to the new System enabled business processes and related processes affected by the software. The Contractor shall orchestrate the change activities and guide the team through the full lifecycle, including adoption Contractor shall support the change process where required, lending both subject matter expertise and creating content and supporting materials.

5.2.4.2 The Contractor shall develop a Communications Plan document that defines the communication objectives, audiences (including the respective level of detail), recommended communications document and delivery methods, recommended communication vehicles, preliminary schedules, and responsible parties for County communications. The County will be

responsible for executing the Change management and Communication plan.

5.2.4.3 The Change Management and Communication Plan shall include at a minimum the following:

1. Approach to County communications, configuration management, stakeholder communication. (Changes, in this context, refer to changing the functionality of the System or adding additional functionality.)
2. The approach shall ensure that the impacts and rationale for each change are analyzed, documented and coordinated before being approved. The change management process may vary from item to item, as determined by the County.
3. A Communications Schedule Matrix to manage on-going stakeholder communications. It shall include a comprehensive listing of the County communication vehicles as well as recommendations of when to use each.
4. The roles and responsibilities assigned to County personnel and to the Contractor in the communications process.

DELIVERABLE 7 – Change Management and Communications Plan

€ Change Management and Communications Plan

€ SOW Attachment 5 (Task/Deliverable Acceptance Form)

Contractor shall carry out the activities described in Task 7. Deliverables shall be reviewed and approved, in writing, by the County Project Manager.

5.2.5 Task 8: Project Work Status Report

The Contractor shall provide one (1) monthly project work status reports for executive level review as requested by County until Hypercare ends, on first of each month, in a specified format requested by County, reflecting the major activities and milestones accomplished for the reporting period. In addition to the monthly executive level project status reports, Contractor will provide weekly project work status reports to the County Project Manager. Both reports will include the following topics, but not be limited to, the following:

5.2.5.1 A listing of significant departures from the Implementation Plan with explanations of causes and effects on other areas, and remedies to achieve realignment;

- 5.2.5.2 Changes to schedule
- 5.2.5.3 A listing of tasks completed since the last report, including progress/completion of configuration work;
- 5.2.5.4 A listing of tasks that were delayed and reasons for delay, with revised completion dates and remediation steps;
- 5.2.5.5 Updates for previously delayed tasks;
- 5.2.5.6 Planned activities for the next scheduled period;
- 5.2.5.7 Identification and discussion of any project risks, with proposed mitigation; and
- 5.2.5.8 Summary of major concerns and issues encountered;
- 5.2.5.9 Identification and discussion of any security issues; and
- 5.2.5.10 Any other topics that require attention from the County.

DELIVERABLE 8 – Project Work Status Reports

- € Project Work Status Report (Due 1st of Each Month)
- € Project Weekly Status Reports
- € SOW Attachment 5 (Task/Deliverable Acceptance Form)

Contractor shall carry out the activities described in Task 8. Deliverables shall be reviewed and approved, in writing, by the County Project Manager.

5.2.6 Task 9: Functional Requirements

- 5.2.6.1 Contractor shall provide an eProcurement System that meets the functional requirements identified in SOW Attachment 1 (Functional Requirements), as indicated as ‘Available’ or ‘Configurable’ by Contractor. The System shall not be limited to this set of attributes, if the offered System has greater capabilities within the County’s Subscription Services.
- 5.2.6.2 Contractor shall document its design for the System and provide a Functional Requirements Document to demonstrate that it meets the: (i) functional requirements set forth in SOW Attachment 1 (Functional Requirements) as indicated as ‘Available’ or ‘Configurable’ by Contractor, including all performance requirements, at the commencement of System implementation; (ii) that the functional requirements will be maintained during User Testing; and (iii) that the functional requirements shall be maintained following Final Acceptance and through Production Use, including any modifications or enhancements made to the System. This

Functional Requirements Document will be completed as part of Release 1 and again as part of Release 2.

5.2.6.3 For Release 3, the parties will review the prior Functional Requirements Documents and determine if any changes or adjustments need to occur. If none are required, Contractor will submit a report indicating such for County's review and approval. If changes or adjustments are needed, it will be handled pursuant to a change order for Contractor to update the Functional Requirements Documents.

DELIVERABLE 9 – Functional Requirements

- € Functional Requirements meeting the Requirements of SOW Attachment 1 (Functional Requirements)
- € Functional Requirements Document for Release 1*
- € Functional Requirements Document for Release 2*
- € Report for Release 3 Indicating Completion of Review for Any Needed Changes/Adjustments (If Changes/Adjustments are needed, it will be handled separately as part of the change order process.)*
- € SOW Attachment 5 (Task/Deliverable Acceptance Form)

Contractor shall carry out the activities described in Task 9. Deliverables shall be reviewed and approved, in writing, by the County Project Manager.

5.2.7 Task 10: Technical Requirements

5.2.7.1 Contractor shall provide an eProcurement System that meets the Technical Requirements identified in SOW Attachment 2 (Technical Requirements), as indicated as 'Available' or 'Configurable' by Contractor. The System shall not be limited to this set of attributes if the offered solution has greater capabilities within the County's Subscription Service.

5.2.7.2 Contractor shall document its design for the System and provide a Technical Requirements document for the System to demonstrate that it meets the: (i) technical requirements set forth in SOW Attachment 2 (Technical Requirements) as indicated as 'Available' or 'Configurable' by Contractor, including all performance requirements, at the commencement of System implementation; (ii) that the technical requirements will be maintained during User Testing; and (iii) that the technical requirements shall be maintained following Final Acceptance and through Production Use, including any modifications or enhancements made to the System. Exhibit 7 of the Request for Proposal (Minimum System Requirements) also sets

forth the minimum hardware and operating software that are compatible with the System. Contractor shall advise County as to the configuration of any such hardware and operating software required to support the System.

5.2.7.3 For Release 3, the parties will review the prior Technical Requirements Documents and determine if any changes or adjustments need to occur. If none are required, Contractor will submit a report indicating such for County's review and approval. If changes or adjustments are needed, it will be handled pursuant to a change order for Contractor to update the Technical Requirements Documents.

DELIVERABLE 10 – Technical Requirements

- € Technical Requirements meeting the Requirements of SOW Attachment 2 (Technical Requirements)
- € Technical Requirements Document for Release 1*
- € Technical Requirements Document for Release 2*
- € Report for Release 3 Indicating Completion of Review for Any Needed Changes/Adjustments (If Changes/Adjustments are needed, it will be handled separately as part of the change order process.)
- € SOW Attachment 5 (Task/Deliverable Acceptance Form)

Contractor shall carry out the activities described in Task 10. Deliverables shall be reviewed and approved, in writing, by the County Project Manager.

5.2.8 Task 11: Configuration Requirements

5.2.8.1 Contractor shall provide an eProcurement System that meets the requirements identified in SOW Attachment 3 (Configuration Requirements) as 'Available' or 'Configurable'. The System shall not be limited to this set of attributes if the offered System has greater capabilities within the County's Subscription Services.

The Contractor shall perform configuration activities identified in SOW Attachment 3 listed as 'Available' or 'Configurable' (Configuration Requirements). The Contractor shall make the configuration changes necessary to meet process, workflow, functional, technical, System operational, and security requirements to deliver the configured application software per the approved Design Document. The Contractor shall work closely with County project management, team members, and technical personnel to provide knowledge transfer while making configuration changes.

The Contractor shall show on a periodic basis, with frequency to be approved by County, the progress of the configuration to the County personnel so that County personnel may review the configuration as it evolves. The Contractor shall provide any tools and procedures to aid in the software configuration process. The Contractor shall deliver and update documentation with respect to the System configuration throughout the project.

- 5.2.8.2 Contractor shall document its design for the System and provide a Configuration Requirements document for the System to demonstrate that it meets the: (i) configuration requirements set forth in SOW Attachment 3 (Configuration Requirements), including all performance requirements as mutually agreed, at the commencement of System implementation; (ii) that the configuration requirements will be maintained during User Testing; and (iii) that the configuration requirements shall be maintained following Final Acceptance and through Production Use. Exhibit 7 of the Request for Proposal (Minimum System Requirements) also sets forth the minimum hardware and operating software that are compatible with the System. Contractor shall advise County as to the configuration of any such hardware and operating software required to support the System.
- 5.2.8.3 The Contractor will configure a single purchasing workflow structure that meets the County's requirements for each area (Requisition, Purchase Order, Receipts, Invoice, and Credit Memos) to be used Countywide. To assure the single workflow viability, the County will secure departmental participation in the Align phase of Release 2 to a subset of in-scope representative departments. The County will be responsible for communicating and socializing the future state workflows to the in-scope County Departments.
- 5.2.8.4 Contractor shall provide a Configuration Management Plan which shall be submitted as required throughout the term of the Contract, as requested by the County. The Configuration Management Plan shall include, but not limited to the following:
- Governance framework
 - Configuration access
 - Change control and impact
- 5.2.8.5 For Release 3, the parties will review the prior Configuration Requirements and determine if any changes or adjustments need to occur. If none are required, Contractor will submit a report indicating such for County's review and approval. If changes or adjustments are needed, it will be

handled pursuant to a change order for Contractor to update the Configuration Requirements.

DELIVERABLE 11 – Configuration Requirements

- € Configuration Requirements meeting the Requirements of SOW Attachment 3 (Configuration Requirements) For Release 1
- € Configuration Requirements meeting the Requirements of SOW Attachment 3 (Configuration Requirements) for Release 2
- € Configuration Requirements Document For Release 1*
- € Configuration Requirements Document For Release 2*
- € Report for Release 3 Indicating Completion of Review for Any Needed Changes/Adjustments (If Changes/Adjustments are needed, it will be handled separately as part of the change order process.)*
- € Configuration Management Plan
- € SOW Attachment 5 (Task/Deliverable Acceptance Form)

Contractor shall carry out the activities described in Task 11. Deliverables shall be reviewed and approved, in writing, by the County Project Manager.

5.2.9 TASK 12: Use of System Through SaaS Subscription Services

Contractor will provide access to the System for the County to use as provided for in the Contract pursuant to its Subscription Services.

5.2.10 Task 13: Interfaces and Integrations with Other Systems

Contractor shall provide interfaces and integrations with other systems, which shall include all the following items below. Contractor shall also provide to County appropriate training and knowledge transfer so all integrations provided below can be performed by County following completion of this task by no later than the end of Release 2 and Go Live of the System. The required interfaces and integrations with other systems include:

- 5.2.10.1 Using downloaded flat files from eCAPS, Contractor's proposed System shall interface with through uploading County data and transactions through an Extract, Transform and Load (ETL) process to and from eCAPS.
- 5.2.10.2 Contractor's System shall provide Single Sign On (SSO) capability based on SAML/OpenID Connect and single identity provider, for County

Users using the County's Enterprise Identity & Access Management Directory (based upon Microsoft Azure Active Directory).

5.2.10.3 The System shall have or work with 3rd party configurable API (application program interface) application infrastructure to support extended integrations with eCAPS Financials and as well as external operational systems.

5.2.10.4 The Contractor shall be responsible for completing the extract, transformation, and export/import, development, testing, and Deliverables to support the integrations with eCAPS Financials; and, the operational support systems that require and use procurement financial data from eCAPS Financials.

5.2.10.5 The Contractor shall comply with the County's integration and security protocols and standards for integration file types, network transmission, encryption, etc as indicated as 'Available' or 'Configurable' in SOW Attachment 2 (Technical Requirements)

5.2.10.6 The Contractor shall develop an Integration and Interface Plan and corresponding schedule, which shall be submitted to the County Project Manager for review and approval and shall include at a minimum:

1. Contractors approach and methodology
2. Analysis and Design
 - Review and assess County interfaces includes inbound/outboard type, data or transactional, batch or real time.
 - Complete the data mapping requirements for each integration Deliverable. Includes data conversion requirements.
 - High-level integration design which shall include a listing of the in-scope integrations, requirements for a successful data and system integration, the expected behavior and features of the integration, and related systems.
3. Development and Unit Test approach
4. Testing and Reconciliation Processes
5. Technical Requirements – Tools, application infrastructure, and resources. Includes post interface file management, back up, and retention schedule
6. Roles and responsibilities of County and Contractor in the design, development, and testing of integrations.

7. A project schedule

5.2.10.7 The System shall integrate with the County's enterprise financial system eCAPS Financials. Integration requirements include:

1. Inventory Replenishment

- System shall integrate with eCAPS Inventory Replenishment (IREP), and eCAPS Inventory.
- System shall read the Inventory Replenishment table for items that have been selected for replenishment.
- System shall replicate the Inventory Replenishment job that creates the draft requisition (RQN) and delivery order (DO) documents for warehouse replenishment.
- Generate requisitions (RQN) documents for non-agreement inventory items
- Generate delivery order (DO) documents for inventory items on agreement.
- When generating procurement documents for replenishment, the System will identify inventory stock items based on a minimum but not limited to a combination of warehouse, commodity, stock suffix, and reference to a master agreement.

2. Procurement of Stock Items

- Ability for requisitions to reference inventory stock items and update stock items as requisitions are completed in the System.
- Ability for purchase orders to reference inventory stock items and update stock items as requisitions are completed in the System.
- Ability for receivers to reference inventory stock items and update stock items as requisitions are completed in the System.
- Ability for payments to reference inventory stock items and update stock items as requisitions are completed in the System. Examples of inventory reference data from eCAPS Financials includes Department

- Warehouse
- Stock Item on commodity line (commodity code and stock item suffix)
- Stock item bin location
- Accounting, Posting Codes, and Event Types
- Billing and Shipping Locations
- Document Prefix Requirements DOC_PFX
- Document Unit Code
- USER ID i.e. Requesters, Issuers
- Warehouse Accounting Template ID

3. eCAPS Financials / Real-Time Encumbrances and Payments

- Through the request to payment transactions in the System, the System shall integrate with eCAPS Financials for encumbrances and payments.
- CEO Budget - Purchase Order Accrual and Commitment balances
- Fiscal Year (FY), Budget Fiscal Year (BFY) and Accounting Period (Per)
- Edit against multiple eCAPS budgets as needed
- Encumbrances (purchase orders, delivery orders, contracts, work orders, and other items as agreed to by the parties)
- Payment requests after matching that reference current BFY or prior BFY encumbrances
- Event types to support encumbrances and payment requests
- Integrations to permit Payment status information to be imported back into the System
- Special processing rules during period 13 (adjustment period after FY is soft closed)
- Pre-Encumbrances are not in scope and no pre-encumbrance data will be sent to the System.

4. Vendors

- The System shall utilize vendor data from eCAPS Financials for all applicable procurement transactions.
- The instances of new vendors created in the System shall be integrated to the master vendor table(s) in eCAPS Financials. The integration will be limited to 1:1 vendor/headquarters.

- The instances of updates to vendors in the System shall be integrated to the master vendor table(s) in eCAPS Financials for all relevant data required in eCAPS Financials.
5. File Attachments
 - If the County decides to change to a new document management system during the implementation the Contractor will assess the change for scope and timeline.
 6. Procurement Exchanges

The System shall integrate with both proprietary and non-proprietary procurement business exchanges for procurement transactions including purchase orders, receivers, invoices, etc. This integration is to be enabled by the County.
 7. DHS Supply Chain
 1. The system shall integrate procurement transactions including requisitions and purchase orders initiated from DHS hospital facility supply chain and distribution operations for the daily high-volume supply replenishments. This integration is to be enabled by the County.
 8. Single sign-on is not available for Supplier authentication between the Ivalua portal and the current eCAPS Vendor portal.
 9. Completion of the following integrations:

ID	I / O (Inbound to Ivalua, Outbound from Ivalua)	Description	Reference Data
1	I	Chart of Accounts Sync (System Reference Data)	Yes
2	O	Vendor Customer Creation (VCC)	No
3	O	Vendor Customer Maintenance (VCM)	No
4	I	Vendor Customer Data Sync (Reference Data From LACES)	Yes
5	O	Budget Check / Draft GAE No Vendor	No
6	O	Purchase Order (GAE)	No
7	O	Three Way Match / LACES GAX (Ok-to-Pay)	No
8	I	Disbursement Sync (From LACES)	Yes
9	I	Inventory – Stock Item Sync	Yes
10	I	Inventory Replenishment	No/Yes
11	O	Inventory Replenishment Purchase Order	No
12	O	Inventory Replenishment Receiving Confirmation	No
13	O	Inventory Replenishment Invoice	No
14	O	Datawarehouse Purchasing Data Extraction	Yes
15	I & O	Documentum	No

10. The integration to the eCAPS solution assumes a non-commodity based integration model for general ledger processing. For the inventory transactions integration will be commodity based.
11. Budget integration and storing in the iValua solution is not assumed in scope; the eCAPS solution will serve as the source of truth for budget validation.
12. County and Contractor will handle additional integrations outside of the scope by Contractor pursuant to the change order process (for example, to make available data to support ad hoc and departmental reporting as part of the additional integrations).
13. Further, the integration with the County's financial system, eCAPS, shall be with the eCAPS version that is in place at the time of the Go Live for Release 2.

DELIVERABLE 13 – Interfaces and Integrations with Other Systems

- € Interface and Integration for Release 1*
- € Interface and Integration for Release 2*
- € Interface and Integration Plan with a detailed Project Schedule
- € Training and Knowledge Transfer for County to perform the future Integrations for the System by No Later Than the End of Release 2
- € SOW Attachment 5 (Task/Deliverable Acceptance Form)

Contractor shall carry out the activities described in Task 13. Deliverables shall be reviewed and approved, in writing, by the County Project Manager.

5.2.11 Task 14: Reports

5.2.11.1 Reporting Requirements

1. The range of reporting from the System shall be comprehensive including all System functional areas as well as where those functional areas intersect and are related, transactions and transaction types, organizations, budgets, vendors; etc.
2. Reporting from the System shall include security, workflow, and where applicable the correlation of meta data for configurations to System functional areas.
3. The System must have robust reporting and dashboard capability and allow users to choose the granularity of the information presented. Data must be reportable and exportable in multiple formats based on user requirements, roles and privileges.
4. The System must have robust, preferably universal search (including search of meta data and within documents when appropriate) capability across all modules and functions.
5. The Contractor shall demonstrate the reporting, spend analytics, and dashboard capability of the System.
6. Dashboards in the System shall be an in-built feature and configurable to make more effective use of data by providing better insights for users to make informed decisions.
7. The System shall have in-built and sophisticated data analytics features including development of data taxonomies to classify data.

8. Reporting from the System shall support use case categories including operational (cycle times), financial, performance matrixes, etc.
9. The Contractor shall be responsible for completing the analysis, design, and development of the reports and dashboards from the functional use cases provided by the County within the approved design. The Contractor shall be responsible for completing the analysis, design, and development within the Ivalua application of the reports and dashboards from the functional use cases provided by the County within the approved design. With respect to the development of reports, the Contractor will custom-develop up to 60 reports.
10. The generation of reports should not degrade application system performance provided they comply with best configuration practices.
11. The System shall support the development of custom reports by County staff. County requires an approach from Contractor so that County may develop and implement additional reports outside the scope of Contractor. The approach shall include the method to access data from the System and metadata to assist the County for the development of reports. County should have access to reporting tools, access to solution databases similar to SQL functionality for certified County employees, and data dictionaries. Additionally, Contractor will confirm options for County for access to data to support ongoing reports development.

5.2.11.2 The Contractor shall develop a detailed Reports Plan that meets the requirements listed above and shall include at a minimum:

1. Contractor's approach and methodology
2. Discovery, Analysis and Design
3. An outline of the Systems application infrastructure and tools for reports, dashboards, data repository, data export, etc.
4. Review and assessment of County functional use cases for reports and dashboards.
5. Develop the technical design supporting report and dashboard query logic i.e. tables, table joins, filters, conditional logic, and data mapping requirements.
6. Development and Unit Test approach

7. Testing and Reconciliation processes required to compare and verify the accuracy of report logic to report outputs.
8. List of all available reports
9. The project schedule for report availability

5.2.11.3 For Release 3, the parties will review the prior Detailed Reports Plans and List of Available Reports and determine if any changes or adjustments need to occur. If none are required, Contractor will submit a report indicating such for County's review and approval. If changes or adjustments are needed, it will be handled pursuant to a change order for Contractor to update the Detailed Reports Plans and List of Available Reports.

DELIVERABLE 14 – Reporting

- € Detailed Reports Plan, List of Available Reports for Release 1, and Project Schedule*
- € Detailed Reports Plan, List of Available Reports for Release 2, and Project Schedule*
- € Detailed Reports Plan, List of Available Reports for Release 3, and Project Schedule
- € Report for Release 3 Indicating Completion of Review for Any Needed Changes/Adjustments (If Changes/Adjustments are needed, it will be handled separately as part of the change order process.)
- € SOW Attachment 5 (Task/Deliverable Acceptance Form)

Contractor shall carry out the activities described in Task 14. Deliverables shall be reviewed and approved, in writing, by the County Project Manager.

5.2.12 Task 15: Application Security Configuration

5.2.12.1 The System shall provide application controls to prevent unauthorized use of the System, maintain System process controls, and log all transactions. In addition, the System shall provide security to limit availability to application functionality, software screens, data records, data elements, and data element values, where appropriate. The System shall also limit, based on security roles, availability to System admin configuration and application tables and batch processes.

5.2.12.2 Security Services

The Contractor shall work with the County to design, configure, and test the application security, including establishment of end-user roles and organizational security. The Contractor shall also work with the County's technical team to establish System admin security as needed.

5.2.12.3 Completed Security Configuration

The Contractor shall provide an Application Security Configuration document consisting of the security documentation created throughout the configuration and implementation processes. The Application Security Configuration document shall establish that the security requirements, design, implementation, and test results were completed in accordance with Ivalua's Operations Guidebook and all security issues were resolved appropriately.

The Contractor shall confirm to the County in writing that the software meets the security requirements, all security activities have been performed, and all identified security issues have been documented and resolved in accordance with Ivalua's Operations Guidebook. In addition, the Contractor will confirm that the configuration items completed on the project do not weaken the security of the application.

DELIVERABLE 15 – Security Configuration

Application Security Configuration Document

SOW Attachment 5 (Task/Deliverable Acceptance Form)

Contractor shall carry out the activities described in Task 15. Deliverables shall be reviewed and approved, in writing, by the County Project Manager.

5.3 Phase 3- Implementation/Deployment

5.3.1 Task 16: Data Migration – Conversion

The County shall be responsible for managing all activities related to converting legacy data to the new System. The Contractor shall complete the conversions required to support the transactional operations upon implementation consistent with the Contractor's implementation plan and go-live dates.

5.3.1.1 Convert and Archive Legacy Data

1. Through the implementation of the new System, the County expects to archive legacy data not converted to the new System. Data conversion into the new System will include at a minimum data that is required for the System to support ongoing business processes.

This includes master files such as vendor master data, commodity master data, and financial accounting, budget, and organizational master data. Any historical data not converted to the new System must remain available for inquiry, reporting or analysis. Historical data currently stored in eCAPS will remain available in eCAPS.

2. Open existing financial encumbrances in eCAPS will not be converted into the new System.
3. As part of the implementation services, the Contractor shall load all or some of the historical legacy data to a data store hosted by the County.
4. Contractor shall inform County's Project Manager of any alternative approach for conversion of legacy data that could offer better outcomes, lower cost or lower risk to the County.
5. Contractor will develop a plan for the data conversion that will include but not limited to the following:
 - Developing an inventory of all legacy data to be converted required by the System;
 - Performing a mapping of legacy system(s) data schemes to the new System schemes;
 - Developing multiple chart of account cross-walks including any extensions to the common elements in use by County agencies;
 - Establishing the vendor master file from multiple legacy data sources;
 - Developing an assessment of gaps between legacy data and System data requirements and formulating options to address those gaps. Resolving any differences in data identification schemes; for example, consolidating purchasing document numbers or inventory item numbers from multiple systems.
 - Developing conversion programs to automate the conversion of data;
 - Performing testing and implementing quality assurance protocols to ensure the data is converted accurately;
 - Where applicable developing a process to batch load legacy data into the System.
6. Contractor shall take the lead to complete the tasks in the data conversion plan. Where applicable the Contractor shall engage County SMEs for functional and technical input required to

complete the data conversion Deliverables. Contractor will identify “data mapping” relationships and tables, and metadata requirements to provide County, so County may successfully extract and provide data to Contractor for data conversion.

7. The Contractor shall successfully complete the data conversion and migration tests. The Contractor shall deliver to the County a “Data Migration Test Results Report”, within five (5) business days of successful completion of the data migration and conversion tests, which will contain the actual documented results of the tests and lists of the data migrated/converted.
8. The County is responsible for extraction, data cleansing, and quality assurance of data from County systems based on templates provided by the Contractor implementation team. The number of mock cutovers is limited to three per release, unless the parties agree otherwise.

DELIVERABLE 16 – Data Conversion

€ Data Conversion Plan

€ Data Migration Test Results Report*

€ SOW Attachment 5 (Task/Deliverable Acceptance Form)

Contractor shall carry out the activities described in Task 16. Deliverables shall be reviewed and approved, in writing, by the County Project Manager.

5.3.2 Task 17: Requirements Verification and Testing

5.3.2.1 Requirements Verification for Releases 1 and 2

The Contractor shall conduct a thorough verification of all “Available” and “Configurable” System Functional Requirements (SOW Attachment 1), Technical Requirements (SOW Attachment 2), and Configuration Requirements (SOW Attachment 3). The Contractor shall test, validate and verify that all requirements have been identified and shall establish a complete set of baseline functional and technical requirements by completing the following steps:

1. Thoroughly test all System components throughout the testing phases of the project;
2. Review “Available” and “Configurable” System Functional Requirements (SOW Attachment 1), Technical Requirements

(SOW Attachment 2), and System Configuration Requirements (SOW Attachment 3)

3. Conduct any indicated discovery or clarification sessions with County staff, subject matter experts, and County-specified key Users of the System to ensure a common understanding of the requirements.
4. Request additional information, as appropriate, to ensure a thorough understanding of the requirements.

5.3.2.2 System Testing for Releases 1 and 2

All System components must be subjected to testing performed by a test team composed of Contractor and County staff. Testing will occur at all levels, with testing phases grouped by program increments. Cycles of testing will also include an aggregate of all program increments. The Contractor shall lead and conduct unit, integration, and System testing. These tests must be thorough enough to ensure User Acceptance Testing is not used as a means to uncover errors that should have been found in unit, integration, or systems testing. The Contractor shall assist and support the County with acceptance testing, including providing the County the prior test scripts that Contractor used to perform its independent testing. The System test team is expected to function as System users during System testing and must evaluate all test outcomes. The project team should direct System testing and operate the System in accordance with the System testing plans. The System test team must provide all error resolution and other technical support as required.

The Contractor shall provide tools to facilitate the testing process. The Contractor shall provide training on the provided testing tools to all County staff that are expected to use the testing tools.

The Contractor shall provide testing plans, scripts, processes, tools, and test execution services that are necessary and prudent for a System of this magnitude, including, but not limited to:

1. **Unit Testing**

Validates that modular configuration values and individual development objects operate according to approved design specifications;

2. **System Testing**

Validates that dependent business processes and functional requirements within a functional area can be fully executed and produce the pre-defined and expected results for each test script;

3. **Integration Testing**

Validates that dependent business processes across functional areas and solution System components interact seamlessly. Validates that customizations, security, workflow, configurations, data conversion programs, interfaces, reports, and forms work together;

- a. The scope for IST shall include non-baseline configurations including access controls and workflow, integrations, reports, batch jobs.
- b. The scope for IST shall include both punchout and hosted catalog sourcing and order creations, that are created as part of Release 2.
- c. County is responsible for working with suppliers and other third-party County systems needed for completion of the IST.
- d. IST Test results shall include verification of SOW requirements and business process scenarios.

4. **Performance (load/stress) Testing**

Validates the readiness of the application to support the County's transaction and user volumes and will include both interface/batch transactions and online/ end-user response times. The County's transaction and user volumes for performance testing will simulate a state whereby the System has been fully implemented throughout the County. Additionally, the state of the application for performance testing will simulate to the extent possible the configurations, security, and workflow planned for the production version of the System. In addition to overall volume testing, each tier of the infrastructure should be load tested and stressed, i.e, database, application or middle-tier, web tier, and the integration points.

5. **Testing Services**

The Contractor shall conduct tests in accordance with the approved test plans. All test results must be documented in the CSE (Contractor Customer Support Extranet), exceptions analyzed, and any software defects corrected. The documentation for test results shall include all test configuration parameters and methodologies. The Contractor shall provide a comprehensive list of testing scenarios early in the project to the County Project Team members for each module and to the extent possible the scenarios to be based on how the System has been configured for the County. The test

scenarios will assist the County Project Team members with development of additional scenarios to be used in testing. In addition, the Contractor shall lead selected County Project Team members through the test process to facilitate knowledge transfer, so they may review the test process and outcomes and learn about System operations and functionality.

6. User Acceptance Testing

Validates the System is functioning as designed, verifies the conversion process, and confirms that the System is ready to be moved into the production environment;

User Acceptance Testing shall be facilitated by the County to County specified Users, conducting Acceptance Testing of the entire System. The Contractor shall provide assistance during such testing. This assistance shall include:

- End to end testing of program increments;
- Creating the acceptance testing environments;
- Loading and revising, as needed, configuration values, converting data, and establishing user security in accordance with the “go-live” deployment plan;
- The Contractor will provide assistance with sample test scripts to the County. Parties agree assistance would include County first providing use cases/scripts, and Contractor would then point to the detailed integrated system test scripts. County would look at the integrated system tests scripts, and seek assistance from Contractor, if needed. Contractor would provide that assistance. The County will be responsible for developing the acceptance test scripts;
- Ensuring that all integrations to other County Systems are connected to the testing environment for proper acceptance testing; The County is responsible is preparing their systems for these tests.
- Submitting off-line jobs, if needed. The setup, configuration, and run of batch jobs shall include and be complete with upstream/downstream dependencies implemented and in/out conditions defined;
- Performing backups. Backups shall include data, application, configuration, and interface files;
- Refresh environment as required;

- Tracking, resolving & reporting issues for those issues identified during testing;
- Analyzing and explaining outcomes; and
- Supporting the County in answering questions from testers as they arise.
- The County will be responsible for coordinating, providing facilities for (e.g., computers, rooms, etc.) and delivering the acceptance testing with the County testers.
- The County will provide a Test Lead. The Test Lead will help coordinate questions from County testers to the Contractor.
- The Contractor will be responsible for support, triage, defect resolution, and coordinating the availability of the system with the County test lead.
- Successful completion of this test will be required before the software can be approved for production use.
 - County will identify Users to complete the Acceptance Testing.
 - County will lead UAT and Contractor will provide support.
 - Upon completion of User Accepting Testing:
 1. County will provide feedback and/or request corrections to the Contractor.
 2. Contractor shall incorporate County feedback and proposed changes in the Test environment used to support testing and submit a final version for County's written approval of Final Acceptance.
 3. If any, corrections are requested Contractor must allow County Users to retest the VMS.

5.3.2.3 System Requirements Verification and Testing Document (SRD)

The Contractor shall provide an SRD summarizing Contractor's analysis and verification of the functional, technical, and configuration requirements for the System, including any impacts to the proposed System and its related requirements, specifications, and components prior to implementing System. This document shall serve as the foundation for future design and development, and shall describe in detail what the System must do, how it will it do it, and other attributes the System must have to provide and support all identified functions and services.

Contractor shall conduct a review of the System Requirements verification and testing with County at a meeting scheduled by County and provide any County-requested demonstrations of the System including:

- a. Summary of activities, results and outcomes;
- b. Summary of each System Deficiency that failed verification and/or testing identified by the Contractor or County. The summary shall include for each Deficiency:
 - Description of each Deficiency and its root cause,
 - Business processes, System functions and/or Interfaces impacted,
 - Description of all potential risks to the System and mitigation strategy for the System,
 - Corrective action plan, test scenarios and implementation approach,
 - Schedule for completion of each corrective action and resources required
 - Status of each corrective action,
 - Date of completion of each correction, and
 - Date of County's Project Director's approval of each correction;
- c. Summary of lessons learned; and
- d. Recommendations for improvements

The Contractor's SRD shall provide certification of verification and testing demonstrating that the System complies with the System Requirements and documenting the review with County.

5.3.2.4 Partial Acceptance for Releases 1 and 2 and Final Acceptance Following Release 3

As set forth in Section 9.3 (Partial Acceptance and Final Acceptance) of the Contract, following successful transitioning of the System to Production Use in Release 1, Release 2 and Release 3 for all County Departmental Users, County will monitor for Defects and Contractor shall maintain the System in Production Use for a minimum of sixty (60) days. Upon occurrence of a Defect of Severity Level 1-Critical or Severity Level 2-Severe, Contractor shall provide County with a diagnosis of the Defect and proposed solution(s), and Contractor shall correct such Defect by re-performance pursuant to, and subject to, the provisions of this Contract.

County and Contractor shall agree upon each such proposed solutions to be used to correct a Defect prior to its implementation. Commencing with Partial Acceptance for Release 1 and 2, and Final Acceptance following Release 3, any problems encountered by County in the use of the System shall be subject to the applicable terms under the Contract as more fully described in Exhibit J (Support Services).

The System shall achieve "Partial Acceptance" and "Final Acceptance" when there is (i) successful completion of Implementation for the applicable Release; (ii) successful completion of all work necessary for eProcurement System to be available for production use by County Departmental Users (e.g. buyers, analysts, requesters, approvers, accounts payable) for the applicable Release; (iii) Defects identified by Contractor or County have been corrected by Contractor in accordance with this Contract; and (iv) corrections of such Defects have been approved by County Project Director(s);

Contractor shall provide the Final Acceptance Report, documenting the achievement of Partial Acceptance and Final Acceptance for each of the 3 planned System Releases.

Contractor shall provide the Partial Acceptance Certification and Final Acceptance Certification, certifying that: (i) Deficiencies identified by Contractor or County during System Requirements Verification and Testing (Section 5.3.2.3) have been corrected by Contractor in accordance with this SOW. The Certification shall also document the review with County and provide the County with a Partial Acceptance Report and Final Acceptance Report, as applicable, including agenda, attendees, action items and supporting documentation.

County requires thirty (30) days to approve each of these Deliverables. The County approval of each of these Deliverables shall signify Partial and Final Acceptance of the System by County.

Contractor shall conduct a review of these Deliverables with the County at a meeting scheduled by County and provide any County requested demonstrations of the System.

Contractor shall submit the Final Acceptance Certification as required in this Statement of Work.

- 5.3.2.5 For Release 3, the parties will review the prior Testing Plans, Scripts, Processes, and Tools for Testing Services, and System Requirements Documents (SRDs), and determine if any changes or adjustments need to occur. If none are required, Contractor will submit a report indicating such for County's review and approval. If changes or adjustments are needed, it will be handled pursuant to a change order for Contractor to update the

Testing Plans, Scripts, Processes, and Tools for Testing Services, and System Requirements Documents (SRDs).

DELIVERABLE 17 – Requirements Verification & Testing

- € Testing Plans, Scripts, Processes, and Tools for Testing Services identified in Section 5.3.2.2 for Release 1
- € System Requirements Document (SRD) for Release 1*
- € Partial Acceptance Report for Release 1
- € Partial Acceptance Certification for Release 1
- € Testing Plans, Scripts, Processes, and Tools for Testing Services identified in Section 5.3.2.2 for Release 2*
- € System Requirements Document (SRD) for Release 2*
- € Partial Acceptance Report for Release 2
- € Partial Acceptance Certification for Release 2
- € Report for Release 3 Indicating Completion of Review for Any Needed Changes/Adjustments (If Changes/Adjustments are needed, it will be handled separately as part of the change order process.)
- € Final Acceptance Report
- € Final Acceptance Certification
- € SOW Attachment 5 (Task/Deliverable Acceptance Form)

Contractor shall carry out the activities described in Task 17. Deliverables shall be reviewed and approved, in writing, by the County Project Manager.

5.3.3 TASK 18: TRAINING

5.3.3.1 Training Plan

The Contractor shall develop a training plan for all designated County staff as identified below, based on the organizational change management plan. This plan should address all requirements identified in this section:

1. Project team training, including recording such trainings for up to forty (40) project team members, which may be further adjusted if its reasonable to do so;
2. Administrator training that includes technical, security, and configurations training to support development, implementation, production and to support ongoing operations;
3. End-User training to support implementation, new update rollouts and ongoing needs;
4. Knowledge transfer to a core group of functional, administrative, programming, security, and other technical and operations personnel to support independent operations capability before conclusion of the Contractor's post-implementation support responsibilities.

5.3.3.2 Project Team Training

The Contractor shall deliver a role-based training curriculum that will be used to educate and train County project staff in the development, configuration, implementation, maintenance, support, and use of the solution and supporting software products for up to forty (40) project team members, which may be further adjusted if its reasonable to do so.

The Contractor shall provide training to the project team using the installed baseline software, and such training will be recorded and made available to County for its own future training uses, or to use as a training resource, and to train new project team members. This training shall cover:

1. System architecture, navigation and functionality;
2. Configurable components and System options;
3. Development components, including secure development techniques;
4. Online and batch operations;
5. Security and System options available;
6. Application data model (through Ivalua);
7. End-User Training

5.3.3.3 End User Training

The Contractor shall deliver End-User Training that is also recorded, for all County-specific functionality to be used by the County in the System, for the following:

Section	Topic	Class Duration	Release 1	Release 2	Release 3	Instructor-Led (Recorded)	E-learning & Quick Reference Guides (Self-Paced)	Hands-On Workshop (In the System)
Introduction to Ivalua	Overview of Ivalua S2P	2 hours	X	X	X	X	X	
Administration	User Account Setup and Access	1 hour	X	X		X	X	X
Procurement Management	Requisition and PO Management	3 hours		X		X	X	X
Procurement Management	Receiving and Inventory Replenishment	2 hours		X		X	X	
Supplier Management	Supplier Management	2 hours	X	X		X	X	X
Supplier Management	Supplier Performance	1 hour	X	X		X	X	
Sourcing	Sourcing, RFX, and Evaluation	3 hours	X	X		X	X	X
Contract Management	Contract Creation, Authoring and Approval	3 hours	X		X	X	X	X
Contract Management	Contract Compliance and Renewal	1.5 hours	X		X	X		X
Invoicing and Payments	Receiving, Invoice Processing, and 3-Way-Matching	3 hours		X		X		
Reporting and Analytics	Configuring Reports and Dashboards	2 hours	X	X	X	X	X	X
Reporting and Analytics	Reporting and Decision Making	2 hours	X	X	X	X	X	X

The Contractor shall use an instructor-led, classroom approach; in person or virtual to deliver training to employees who will use the System, that is tailored specific to the County. Training will also include access to, or use of, computer-based training (CBT) via the Ivalua Academy. In order to expedite the Countywide implementation the Contractor may leverage virtual delivery of training at their discretion. Release 1 training is set to be in person, unless otherwise required by the County. Release 2 and Release 3 shall be delivered either using in-person training, virtual classrooms and/or the Ivalua Academy, as determined by County. The Contractor shall:

1. Provide classroom materials to support the classroom training effort that have been customized to address specific software configuration and customizations made as part of the project;

2. Develop all training materials, including training guides, training videos, quick reference guides, speaker notes, user materials and course curricula (including training objectives and outcomes);
3. Work with assigned County staff to incorporate County policy, procedure, and specific personnel roles and responsibilities into the training materials;
4. Provide a stable, tested training environment capable of testing all required functionality, which is pre-loaded with representative converted reference and historical County data that can become a starting point for creating training materials (including screen prints showing user actions and processing outcomes);
5. Provide setup of training accounts, back up, restore, and troubleshooting assistance in the training environment as materials are prepared and customized and as end-user training proceeds;
6. Building report development skill sets.
7. The Contractor assumes the County's current learning management system. TalentWorks (Cornerstone) or any other system in use at the time, will be leveraged to manage course assignment, execution, monitoring and feedback. The County is responsible for the content management setup on this application.
8. In support of the establishment of appropriately trained County personnel across the agencies on the software tools and methodologies to address future reporting needs of the County, the Contractor shall provide the following services as part of its end user training curriculum:
 - Reporting Tools Training Strategy development;
 - Needs assessment of agencies personnel;
 - Curriculum development and training content development;
 - Training execution;
 - Knowledge transfer assessment

All training materials must be reviewed and approved by the County prior to the start of the training. The Contractor shall provide to the County at the conclusion of training all electronic source documents, recordings of virtual trainings, graphics, computer-based training programs and any other training materials used in the development and presentation of training.

5.3.3.4 Ivalua Guides

County's End Users will also have access to Ivalua Guides, which is part of the configured solution. Contractor will configure the System to permit such access during Release 1 and Release 2, and County will perform User Acceptance Testing on this configured item. Once approved by the County, Ivalua Guides will be available to County as part of use of the System and for training.

5.3.3.5 Training Evaluation

The Contractor shall implement methods to evaluate the effectiveness of the training delivery process and identify specific recommendations for adjustments. The Contractor shall, throughout the project, improve the approach, curriculum, methods, procedures, and training material based on lessons learned throughout the training delivery to ensure the users are receiving training that will prepare the users to execute tasks within the System on go-live. The Contractor shall provide evaluation results to the County to review throughout the training delivery.

5.3.3.6 County Trainer Training

The Contractor shall mentor the designated County Team Users who will be responsible for conducting training on an on-going basis after successful acceptance or as agreed.

5.3.3.7 Technical Personnel Training

The Contractor shall supply classroom and hands-on training to ensure that any required County personnel have developed the necessary skills required to successfully support and maintain the System as determined by County Project Manager. Such training shall include (as needed):

1. Technical support;
2. Application tools for monitoring and performance tuning of application events and data import/export;
3. Troubleshooting;
4. Procedures for handling software upgrades and maintenance and all other tasks necessary to provide support for the System;
5. All components of the operating environment that are required of the County;
6. Use of the Contractor's development tools and application administration tools.

5.3.3.8 For Release 3, the parties will review the prior Training Plans, Training Materials and Training, Training Evaluation and Evaluation Results, and determine if any changes or adjustments need to occur. If none are required,

Contractor will submit a report indicating such for County's review and approval. If changes or adjustments are needed, it will be handled pursuant to a change order for Contractor to update the prior Training Plans, Training Materials and Training, Training Evaluation and Evaluation Results.

DELIVERABLE 18 – Training

- € Training Plan for Release 1
- € Training Materials for Release 1
- € Training, Training Evaluation and Evaluation Results For Release 1*
- € Training Plan for Release 2
- € Training Materials for Release 2
- € Training, Training Evaluation and Evaluation Results For Release 2*
- € Report for Release 3 Indicating Completion of Review for Any Needed Changes/Adjustments (If Changes/Adjustments are needed, it will be handled separately as part of the change order process.)
- € SOW Attachment 5 (Task/Deliverable Acceptance Form)

Contractor shall carry out the activities described in Task 18. Deliverables shall be reviewed and approved, in writing, by the County Project Manager.

5.3.4 Task 19: Documentation

The Contractor shall develop, maintain, and provide technical and functional end-user documentation, systems and operational documentation. The Contractor shall keep documentation current throughout the term of the Contract.

The Contractor shall complete and deliver to the County all System documentation at the time the System is presented for final acceptance. The Contractor shall provide detailed, well-written, and accurate technical, System, and user documentation. All documentation must be available in electronic form (in a format acceptable to the County). The System documentation must be updated and provided to the County throughout the course of the implementation and deployment of the System. During the time when implementation work for the System is occurring, as System updates (including but not limited to releases, bug fixes, alternate configurations, and versions) are made available, the Contractor shall provide written detailed documentation of the System update/s to the County

within two (2) business days, as necessary, should it impact Project Documentation. Documentation must include, at a minimum, the items described in the following sections.

5.3.4.1 User Manual and Documentation for Releases 1 and 2

The Contractor shall deliver a Department Implementation Guide. The guide shall contain the following, but is not limited to:

1. Functional Help Desk contact information;
2. Technical Help Desk contact information;
3. Transaction Reference Guides, which include step-by-step procedures for executing each business process.

5.3.4.2 Operations Manual and Support Documentation for Releases 1 and 2

The Contractor shall deliver complete Operations Manual documentation. The operations documentation shall include overviews of the application, major and batch processing, required interfaces, report documentation and correspondence documentation as established for the County environment. This includes any required periodic maintenance tasks. The operations documentation shall also describe the overall batch or background process schedule, including dependencies, sequencing, and timing as established for the County. The operations documentation shall also include processes for incident management and support. The support procedures shall also include the activities and processes for escalating issues through the System Support Organization and to the Contractor's help desk services. The Contractor shall submit the Operations Manual to the County in the required format and method as directed by the County Project Manager.

5.3.4.3 Technical Documentation

Contractor will provide complete System documentation that addresses the application software and its architecture (e.g., implementation view of the application architecture) as established for the County environment. The Contractor shall maintain this documentation to reflect changes made throughout the project.

5.3.4.4 Updated Design Documents

The Contractor shall provide an updated design document before Final Acceptance.

5.3.4.5 Workstation Installation Procedures and Automated Installation Tools

5.3.4.6 For Release 3, the parties will review the prior User Manual and Documentations, Operations Manual and Support Documentations, Technical Documentation, and Documentation of All

Customizations/Configurations and Parameters, to determine if any changes or adjustments need to occur. If none are required, Contractor will submit a report indicating such for County's review and approval. If changes or adjustments are needed, it will be handled pursuant to a change order for Contractor to update the User Manual and Documentations, Operations Manual and Support Documentations, Technical Documentation, and Documentation of All Customizations/Configurations and Parameters.

DELIVERABLE 19 – Documentation

- € User Manual and Documentation For Release 1
- € Operations Manual and Support Documentation for Release 1
- € User Manual and Documentation For Release 2
- € Operations Manual and Support Documentation for Release 2*
- € Fiscal Year End Close Step by Step Procedures
- € New Fiscal Year Opening Step by Step Procedures
- € Report for Release 3 Indicating Completion of Review for Any Needed Changes/Adjustments (If Changes/Adjustments are needed, it will be handled separately as part of the change order process.)
- € Technical Documentation due at Release 1
- € Documentation of All Customizations/Configurations and Parameters for Release 1
- € Documentation of All Customizations/Configurations and Parameters for Release 2
- € SOW Attachment 5 (Task/Deliverable Acceptance Form)

Contractor shall carry out the activities described in Task 19. Deliverables shall be reviewed and approved, in writing, by the County Project Manager.

5.3.5 Task 20: Implementation/Production- Planning and Preparation

The Contractor shall provide an extensive and carefully structured approach and services for the implementation of the System. These services shall include organization and execution of cutover activities necessary to transition operations to the new System.

The Contractor shall provide on the spot support throughout the entire implementation and stabilization period. More specifically, the County requires, at minimum, the services described below.

5.3.5.1 Deployment Cut-Over (Production) Plan for Releases 1 and 2

The Contractor shall deliver a detailed Deployment Cutover Plan for each Release to reflect all project activities that affect deployment of the System into the production environment. This Deliverable shall document all tasks required to make a successful cut-over to the production environment, including specific cut-over tasks, planned and actual dates for tasks completed, task responsibilities, task dependencies, estimated work effort required to complete each task, task status, results of task completion, and sign-off for each task completed (which can be bundled). Additionally, the plan shall include:

1. Final data conversion activities;
2. Activation of integration interfaces;
3. Activation of batch cycle processes;
4. Technical preparation and System changeover activities;
5. Resolution of all identified security issues;
6. Development of a cut-over activities checklist;
7. Deployment schedule.

5.3.5.2 Contingency Plan for Releases 1 and 2

The Contractor shall develop and provide the County with a Contingency Plan for mitigating and resolving those risks that have been identified as potentially affecting deployment. The plan shall address the strategies for business and System continuity planning and backing out as a result of implementation issues.

For each risk identified, the contingency plan shall include one or more alternate solutions that are acceptable to all project stakeholders. Upon approval by the County, the Contractor shall be responsible for executing the contingency plan as issues arise during deployment.

5.3.5.3 For Release 3, the parties will review the prior Deployment Cut Over Plans and Contingency Plans, to determine if any changes or adjustments need to occur. If none are required, Contractor will submit a report indicating such for County's review and approval. If changes or adjustments are needed, it will be handled pursuant to a change order for Contractor to update the Deployment Cut Over Plans and Contingency Plans.

DELIVERABLE 20 – Planning and Preparation

- € Deployment Cut Over Plan for Release 1
- € Contingency Plan for Release 1
- € Deployment Cut Over Plan for Release 2
- € Contingency Plan for Release 2
- € Report for Release 3 Indicating Completion of Review for Any Needed Changes/Adjustments (If Changes/Adjustments are needed, it will be handled separately as part of the change order process.)
- € SOW Attachment 5 (Task/Deliverable Acceptance Form)

Contractor shall carry out the activities described in Task 20. Deliverables shall be reviewed and approved, in writing, by the County Project Manager.

5.4 Phase 4 - Post-Implementation Support for Releases 1 and 2 (Cut-Over)

5.4.1 Task 21: Production Transfer

Once the System has been approved by the County in writing as ready for production in Release 1 and Release 2, the Contractor shall take the lead and work with the County to perform a production turnover and deliver procedures for the production turnover in each Release. This procedure requires the following:

- 5.4.1.1 The Contractor shall present production procedures to the County Project Manager for each Release.
- 5.4.1.2 The Contractor shall turn over all System components in a Systematic fashion into the production environment;
- 5.4.1.3 The Contractor shall turn over all integration System components in a systematic fashion into the production environment;
- 5.4.1.4 The Contractor shall ensure that all components and modules of the production environment can be operated online or run to completion as appropriate, and that all modules, job streams (or scripts) are properly documented according to agreed-upon standards.
- 5.4.1.5 A single "go-live" and support period will occur for each release, Release 1 and Release 2. The County will be responsible for ensuring all data migrations, users, and data are loaded in the System for each "go-live".

5.4.1.6 At the completion of Release 1, the County will have ISD and other designated departments identified by County, deployed. Release 2 will be for remaining functionality not yet deployed and all in scope LA County Departments. The County will be responsible for departmental outreach, change management, communication, general coordination, and end user training as described in 5.3.7.

DELIVERABLE 21 – Production Transfer

€ System Turnover Procedures Presentation for Release 1*

€ System Turnover Procedures Presentation for Release 2*

€ SOW Attachment 5 (Task/Deliverable Acceptance Form)

Contractor shall carry out the activities described in Task 21. Deliverables shall be reviewed and approved, in writing, by the County Project Manager.

5.4.2 Task 22: Post Implementation Support and Activities for Releases 1, 2 and 3 (Hypercare)

5.4.2.1 The Contractor shall provide post-implementation support that shall include the following:

5.4.2.2 The Contractor shall have adequate personnel to be responsible for addressing end user support of all production System issues during the 60 day period of hypercare for Partial Acceptance and Final Acceptance for Release 1, Release 2 and Release 3.

5.4.2.3 Contactor shall provide support for one month at one business analyst during the County's first Financial Year-End close for the System, as requested by the County. As part of this work, Contactor shall provide on the spot support during the County's first Financial Year-End close for the System. The Contractor shall be responsible for managing and performing all required application and other production support activities. The Contractor is expected to assign low risk and non-critical end user support issues to County staff and/or have County staff partner with Contractor staff to complete various end user support assignments. County may purchase additional 30-days of Year End support and/or additional business analyst(s), at the rates provided in Exhibit B (Pricing Schedule).

5.4.2.4 The Contractor shall assess the performance of the System throughout the post-implementation support period. If required, the assessments shall result in specific recommendations to improve performance as needed and the

Contractor shall execute those recommendations that are approved by the County and Contractor.

5.4.2.5 The Contractor shall manage the deployment of any updates or patches (if any) during the Post-Implementation Support period.

5.4.2.6 The Contractor shall provide monthly status reports of the support activities.

5.4.2.7 Additionally, the Contractor shall document and provide the County with the procedures for 1) fiscal year-end close and 2) subsequent opening of the new fiscal year, by no later than Go-Live for Release 2. This document shall describe, in process step order, all activities and/or procedures that must be accomplished and any critical timing or deadlines for each step. Since the Contractor may not be on site at fiscal year-end, the County shall have a comprehensive step-by-step guide for this important transition period.

5.4.2.8 The Contractor shall develop and provide Post-Implementation Support Guide (or presentation) and corresponding documentation to the County Project Manager.

DELIVERABLE 22 – Post-Implementation Support

Support Activity Status Report (twice a month) for Release 1

€ Support Activity Status Report (twice a month) for Release 2

€ Support Activity Status Report (twice a month) for Release 3

€ Post-Implementation Support Guide and Documentation for Release 1

€ Post-Implementation Support Guide and Documentation for Release 2

€ Post-Implementation Support Guide and Documentation for Release 3

€ SOW Attachment 5 (Task/Deliverable Acceptance Form)

Contractor shall carry out the activities described in Task 22. Deliverables shall be reviewed and approved, in writing, by the County Project Manager.

5.5 Phase 5 - Ongoing Operations

5.5.1 Task 23: Knowledge Transfer

The County expects knowledge transfer to be a continuous activity during the project, and that the Contractor shall include and instruct the County project team on all aspects of System design, configuration, build, test, operation and maintenance. The Contractor shall deliver services to permit County employees to be fully prepared to operate and maintain the System at go-live. The Contractor

shall provide a knowledge transfer approach that will permit the County to have its designated number of knowledgeable users (experts), System administrators, programmers and other technical support personnel (as needed), to operate and maintain the System independently.

Contractor shall develop a knowledge transfer plan that will include the approach, and outline the System criteria areas both functional and technical, and related tasks required for the County to operate and maintain the System independently post implementation/post production.

The County will collaborate with the Contractor to engage the respective County Users to implement the knowledge transfer plan.

DELIVERABLE 23 – Knowledge Transfer

€ Knowledge Transfer Plan for Release 1

€ Knowledge Transfer Plan for Release 2

€ SOW Attachment 5 (Task/Deliverable Acceptance Form)

Contractor shall carry out the activities described in Task 23. Deliverables shall be reviewed and approved, in writing, by the County Project Manager.

5.5.2 Task 24: System Maintenance Plan

Contractor will deliver System Maintenance as part of Subscription Services as specified in Exhibit J.

5.5.3 Task 25: Outgoing Transition - Transition Services

The Contractor shall provide the following transition services as Optional Work, to either transition the County's data to another product, or the hosting platform to a new provider, in the event: (1) the contract 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:

5.5.3.1 Complete a thorough assessment of the status and priority of all:

1. Current work activities;
2. Risks and issues;
3. Deliverables;
4. Configuration;

5. Integrations;
6. Development items;
7. Environments;
8. Staffing.

5.5.3.2 Develop, in cooperation with the County, the Transition Plan that will guide the transfer of responsibilities and work activities. The Transition Plan will include, at a minimum:

1. Schedule;
2. Milestones;
3. Costs Impacts;
4. Work Activities;
5. Assigned Personnel;
6. 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.

DELIVERABLE 25 – Transition Services

€ Transition Services Plan

€ SOW Attachment 5 (Task/Deliverable Acceptance Form)

Contractor shall carry out the activities described in Task 25. Deliverables shall be reviewed and approved, in writing, by the County Project Manager.

5.5.4 Task 26: Contract Discrepancy Report

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

The County Project Director will determine whether a formal Contract Discrepancy Report, in the form attached hereto as SOW Attachment 6 (Contract Discrepancy Report), shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Project Director within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan

for correction of all discrepancies identified in the Contract Discrepancy Report (CDR) shall be submitted to the County Project Director within five (5) business days.

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

6.0 OPTIONAL WORK AND/OR 3 MONTH AUDITOR CONTROLLER DESIGN, DEVELOPMENT, AND ALIGNMENT PHASE

6.1 OPTIONAL WORK: County may submit to Contractor written requests for Professional Services using Pool Dollars, including but not limited to, addition, deletion or modification of the System functions, Customizations, new and modified reports, new screens, additional Interfaces, configuration services, consulting services and/or additional training, for services not included in System Implementation. In response to County's request, Contractor shall submit to County for approval a Change Order Request Form, SOW Attachment 7, describing the particular Professional Services and a not-to-exceed Maximum Fixed Price to provide such Professional Services, calculated based on the Fixed Hourly Rate set forth in the Pricing Schedule, Exhibit B. County and Contractor shall agree on the Change Order developed using the Change Order Request Form, which shall at a minimum include the tasks and deliverables to be performed, System Tests, standard of services and warranty provisions, as applicable, and the Maximum Fixed Price for such Professional Services. Any enhancements and/or modifications to System Requirements resulting from Professional Services shall be incorporated into, and become part of, the System Requirements and System documentation. Upon County's request for Optional Work, Contractor shall provide to the County, when possible within ten (10) Business Days of County's request therefor, a Change Order Request Form and a written quotation of a Maximum Fixed Price calculated based on the Optional Work Fixed Hourly Rate, as applicable. Contractor's quotation shall be valid for at least ninety (90) days from submission. Contractor's rates for Optional Work shall be subject to the applicable pricing terms set forth in Exhibit B (Pricing Schedule) for the term of the Contract. Contractor's Fixed Hourly Rate for Professional Services, as of the Effective Date, shall not increase during the term of the Contract.

6.2 3 MONTH AUDITOR CONTROLLER DESIGN, DEVELOPMENT, AND ALIGNMENT PHASE: At its discretion, the County may exercise a 3-month option to extend the Implementation services timeline of the project for an additional 3-months for Auditor Controller Design, Development, and Alignment activities. To exercise this option, the County must submit the written notice to the Contractor no later than four (4) months after the Effective Date of the Contract. Unless otherwise mutually agreed to in writing, this extension will represent a shift in the agreed timeline and Project Schedule of

the eProcurement System project to accommodate the existing scope as set forth in this Statement of Work.

Promptly after receipt of the County's written notice exercising the optional extension, the County and the Contractor shall jointly define and prioritize specific tasks and deliverables to be completed during the extension period. The final scope shall be based on feasibility within the allotted 3-month timeframe and informed by prior discussions with the County.

The following workstreams and services will include but not be limited to the following:

6.2.1 Additional Punchout & cXML Enablements

Contractor shall support efforts to expand punchout, cXML capabilities, and enhance supplier integration and procurement automation by:

- Onboarding additional suppliers with punchout catalog capabilities
- Enabling cXML order and invoice flows with new trading partners
- Implementing hosted catalog validation and error-handling mechanisms

6.2.2 Expansion of KPIs and Analysis

To enhance performance monitoring, improve performance, and strategic insight through advanced analytics, Contractor shall:

- Develop additional Key Performance Indicators (KPIs) aligned with County objectives
- Design and deploy interactive dashboards for real-time tracking of spend, compliance, and supplier performance

6.2.3 Ivalua Virtual Assistant (IVA) Skills Integration

To improve system usability and operational efficiency, Contractor shall integrate Artificial Intelligence and IVA to enhance the user experience and create process efficiencies:

- Integrate AI-supported functionalities to streamline user interactions
- Train and configure Ivalua Virtual Assistant (IVA) to assist users with routine procurement tasks (e.g., order status inquiries, policy navigation)

6.2.4 Vendor Performance & Sourcing Evaluation Expansion

To strengthen vendor management capabilities, Contractor shall:

- Expand supplier performance scorecards, including both quantitative metrics and qualitative feedback mechanisms
- Automate the collection and analysis of data from sourcing events, contract outcomes, and historical performance records

6.2.5 Implementation of Ivalua Add-Ons

To implement modular add-ons to extend platform capabilities, Contractor shall:

- Evaluate and deploy relevant Ivalua add-ons to extend functionality in areas such as contract lifecycle management, Environmental, Social, and Governance (ESG) tracking, and/or risk management
- Ensure compatibility and integration with core procurement workflows
- Provide change management support and end-user training for newly implemented features
- Support a modular innovation approach without requiring full platform customizations
- Implement AI-based suggestions (e.g., preferred suppliers, optimized sourcing strategies) to support innovation without requiring extensive platform customization

The tasks and deliverables for the 3 Month Auditor Controller Design, Development, and Alignment Phase will be memorialized in a mutually agreed to amendment by the Parties and revise the project timeline and Project Schedule to address changes in dates for those project milestones and deliverables affected by the extension. Any such extension will be governed by and subject to the terms and conditions of this Contract. The price for the 3-Month Auditor Controller Design, Development, and Alignment Phase is set forth in Exhibit B (Pricing Schedule).

7.0 SUMMARY OF DELIVERABLES

Deliverable No.	SOW Section No.	Deliverable	Due Date
1	5.1.1	Incoming Orientation Plan: (A) Incoming Orientation Agenda; (B) Incoming Orientation Plan for eProcurement System; (C) Incoming Orientation Plan Meeting SOW Attachment 5 (Task Deliverable/Acceptance Form)	(A) Within five (5) business days following Contract's Effective Date (B) Within five (5) business days following Contract's Effective Date (C) Within seven (7) business days following Contract's Effective Date
2	5.1.2	Business Process Review: (A) To-Be Business Process Design Documents, Profiles and Process Flow Diagrams for Release 1 (B) Impact Assessment from To-Be Process for Release 1 (C) To-Be Business Process Design Documents, Profiles and Process Flow Diagrams for Release 2 (D) Impact Assessment from To-Be Process for Release 2 (E) Report for Release 3 Indicating Completion of Review for Any Needed Changes/Adjustments SOW Attachment 5 (Task/Deliverable Acceptance Form)	As set forth in Implementation Schedule
3	5.1.3	Implementation Plan and Schedule: (A) Implementation Plan*; (B) Implementation Schedule*; SOW Attachment 5 (Task/Deliverable Acceptance Form)	(A) Within forty-five (45) days of Contract award
Deliverable No.	SOW Section No.	Deliverable	Due Date

4	5.2.1	Quality Control and Issue Resolution Plan SOW Attachment 5 (Task/Deliverable Acceptance Form)	As set forth in Implementation Schedule
5	5.2.2	Business Continuity/Disaster Recovery Plan SOW Attachment 5 (Task/Deliverable Acceptance Form)	As set forth in Implementation Schedule
6	5.2.3	Project Controls, Standards, and Procedures (Project Control Document); SOW Attachment 5 (Task/Deliverable Acceptance Form)	As set forth in Implementation Schedule
7	5.2.4	Change Management and Communications Plan SOW Attachment 5 (Task/Deliverable Acceptance Form)	As set forth in Implementation Schedule
8	5.2.5	Project Work Status Reports: (A) Project Work Status Reports (Due 1 st of Each Month); (B) Project Weekly Status Reports SOW Attachment 5 (Task/Deliverable Acceptance Form)	1st of each month
9	5.2.6	Functional Requirements: (A) Functional Requirements meeting the Requirements of SOW Attachment 1 (Functional Requirements) (B) Functional Requirements Document for Release 1* (C) Functional Requirements Document for Release 2* (D) Report for Release 3 Indicating Completion of Review for Any Needed	As set forth in Implementation Schedule
Deliverable No.	SOW Section No.	Deliverable	Due Date

		Changes/Adjustments SOW Attachment 5 (Task/Deliverable Acceptance Form)* SOW Attachment 5 (Task/Deliverable Acceptance Form)	
10	5.2.7	Technical Requirements: (A) Technical Requirements meeting the Requirements of SOW Attachment 2 (Technical Requirements) (B) Technical Requirements Document for Release 1* (C) Technical Requirements Document for Release 2* (D) Report for Release 3 Indicating Completion of Review for Any Needed Changes/Adjustments SOW Attachment 5 (Task/Deliverable Acceptance Form)	As set forth in Implementation Schedule
11	5.2.8	Configuration Requirements: (A) Configuration Requirements meeting the Requirements of SOW Attachment 3 (Configuration Requirements) For Release 1 (B) Configuration Requirements meeting the Requirements of SOW Attachment 3 (Configuration Requirements) for Release 2 (C) Configuration Requirements Document For Release 1* (D) Configuration Requirements Document For Release 2* (E) Report for Release 3 Indicating Completion of Review for Any Needed Changes/Adjustments* (F) Configuration Management Plan SOW Attachment 5 (Task/Deliverable Acceptance Form)	(A) As required throughout implementation period, and as requested by the County
12	5.2.9	Use of System Through SaaS Subscription Services	Effective Date of Contract
Deliverable No.	SOW Section No.	Deliverable	Due Date

13	5.2.10	<p>Interfaces and Integrations with Other Systems:</p> <p>(A) Interface and Integration for Release 1*</p> <p>(B) Interface and Integration for Release 2*</p> <p>(C) Interface and Integration Plan with a detailed Project Schedule</p> <p>(D) Training and Knowledge Transfer for County to perform the future Integrations for the System by No Later Than the End of Release 2</p> <p>SOW Attachment 5 (Task/Deliverable Acceptance Form)</p>	As set forth in Implementation Schedule
14	5.2.11	<p>Reporting:</p> <p>(A) Detailed Reports Plan, List of Available Reports for Release 1, and Project Schedule*</p> <p>(B) Detailed Reports Plan, List of Available Reports for Release 2, and Project Schedule*</p> <p>(C) Detailed Reports Plan, List of Available Reports for Release 3, and Project Schedule</p> <p>(D) Report for Release 3 Indicating Completion of Review for Any Needed Changes/Adjustments</p> <p>SOW Attachment 5 (Task/Deliverable Acceptance Form)</p>	As set forth in Implementation Schedule
15	5.2.12	<p>Application Security Configuration - Application Security Configuration Document</p> <p>SOW Attachment 5 (Task/Deliverable Acceptance Form)</p>	As set forth in Implementation Schedule
16	5.3.1	<p>Data Migration – Conversion:</p> <p>(A) Data Conversion Plan</p> <p>(B) Data Migration Test Results Report*</p> <p>SOW Attachment 5 (Task/Deliverable Acceptance Form)</p>	As set forth in Implementation Schedule
17	5.3.2	<p>Requirements Verification and Testing:</p> <p>(A) Testing Plans, Scripts, Processes, and Tools for Testing Services identified in Section 5.3.2.2 for Release 1</p>	As set forth in Implementation Schedule

		(B) System Requirements Document (SRD) for Release 1* (C) Partial Acceptance Report for Release 1 (D) Partial Acceptance Certification for Release 1 (E) Testing Plans, Scripts, Processes, and Tools for Testing Services identified in Section 5.3.2.2 for Release 2* (F) System Requirements Document (SRD) for Release 2* (G) Partial Acceptance Report for Release 2 (H) Partial Acceptance Certification for Release 2 (I) Report for Release 3 Indicating Completion of Review for Any Needed Changes/Adjustments (J) Final Acceptance Report (K) Final Acceptance Certification SOW Attachment 5 (Task/Deliverable Acceptance Form)	
18	5.3.3	Training: (A) Training Plan for Release 1 (B) Training Materials for Release 1 (C) Training, Training Evaluation and Evaluation Results For Release 1* (D) Training Plan for Release 2 (E) Training Materials for Release 2 (F) Training, Training Evaluation and Evaluation Results For Release 2* (G) Report for Release 3 Indicating Completion of Review for Any Needed Changes/Adjustments SOW Attachment 5 (Task/Deliverable Acceptance Form)	As set forth in Implementation Schedule
Deliverable No.	SOW Section No.	Deliverable	Due Date

19	5.3.4	<p>Documentation:</p> <p>(A) User Manual and Documentation For Release 1</p> <p>(B) Operations Manual and Support Documentation for Release 1</p> <p>(C) User Manual and Documentation For Release 2</p> <p>(D) Operations Manual and Support Documentation for Release 2*</p> <p>(E) Report for Release 3 Indicating Completion of Review for Any Needed Changes/Adjustments</p> <p>(F) Technical Documentation due at Release 1</p> <p>(G) Design Document Documentation of All Customizations/Configurations and Parameters for Release 1</p> <p>(H) Documentation of All Customizations/Configurations and Parameters for Release 2</p> <p>SOW Attachment 5 (Task/Deliverable Acceptance Form)</p> <p>(I) Fiscal Year End Close Step by Step Procedures</p> <p>(J) New Fiscal Year Opening Step by Step Procedures</p>	(B) Within five (5) business days of successful completion of the data migration and conversion test
20	5.3.5	<p>Implementation/Production - Planning and Preparation:</p> <p>(A) Deployment Cut Over Plan for Release 1</p> <p>(B) Contingency Plan for Release 1</p> <p>(C) Deployment Cut Over Plan for Release 2</p> <p>(D) Contingency Plan for Release 2</p> <p>(E) Report for Release 3 Indicating Completion of Review for Any Needed Changes/Adjustments</p> <p>SOW Attachment 5 (Task/Deliverable Acceptance Form)</p>	As set forth in Implementation Schedule
Deliverable No.	SOW Section No.	Deliverable	Due Date

21	5.4.1	<p>Production Transfer:</p> <p>(A) System Turnover Procedures Presentation for Release 1*</p> <p>(B) System Turnover Procedures Presentation for Release 2*</p> <p>SOW Attachment 5 (Task/Deliverable Acceptance Form)</p>	As set forth in Implementation Schedule
22	5.3.4	<p>Post Implementation Support and Activities for Releases 1, 2 and 3 (Hypercare):</p> <p>(A) Support Activity Status Report (Weekly) for Release 1</p> <p>(B) Support Activity Status Report (Weekly) for Release 2</p> <p>(C) Support Activity Status Report (Weekly) for Release 3</p> <p>(D) Post-Implementation Support Guide and Documentation for Release 1</p> <p>(E) Post-Implementation Support Guide and Documentation for Release 2</p> <p>(F) Post-Implementation Support Guide and Documentation for Release 3</p> <p>SOW Attachment 5 (Task/Deliverable Acceptance Form)</p>	As set forth in Implementation Schedule
23	5.5.1	<p>Knowledge Transfer:</p> <p>(A) Knowledge Transfer Plan for Release 1</p> <p>(B) Knowledge Transfer Plan for Release 2</p> <p>SOW Attachment 5 (Task/Deliverable Acceptance Form)</p>	As set forth in Implementation Schedule
24	5.5.2	<p>System Maintenance Plan</p> <p>SOW Attachment 5 (Task/Deliverable Acceptance Form)</p>	As set forth in Implementation Schedule

Deliverable No.	SOW Section No.	Deliverable	Due Date
25	5.5.3	Outgoing Transition - Transition Services SOW Attachment 5 (Task/Deliverable Acceptance Form)	As set forth in Implementation Schedule

DISCLOSURE: COUNTY ACKNOWLEDGES AND AGREES THAT THE COMMENTS PROVIDED BY IVALUA IN ITS RFP RESPONSE UPDATE ON OR ABOUT MARCH 11, 2024 ARE AN INTEGRAL PART OF ITS RESPONSE AND ARE EXPRESSLY INCORPORATED BY THIS REFERENCE IN THIS CONTRACT; THE PARTIES WILL REFER TO AND RELY ON THOSE COMMENTS DURING THE DELIBERATION, DISCUSSION AND PREPARATION OF THE DESIGN DOCUMENT

EXHIBIT A - SOW, ATTACHMENT 1 - FUNCTIONAL REQUIREMENTS							
				REQUIREMENTS AVAILABILITY			
CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
A. GENERAL REQ	1	F-0002	eProcurement System shall support County's Commodity standard.	X			
A. GENERAL REQ	2	F-0007	eProcurement System shall accommodate multiple commodity code structures (e.g., NIGP, UNSPC, etc.).	X			
A. GENERAL REQ	3	F-0010	eProcurement System shall integrate with eCAPS. Functional integration points - eCAPS reference data or transactions; Examples include Purchase Request, Solicitation, Solicitation Response, Evaluation, Award, Payment Matching, Payment.	X			X
A. GENERAL REQ	4	F-0011	eProcurement System shall integrate with eCAPS Inventory and other external inventory management system, i.e., being able to receive purchase orders for inventory replenishment and create purchase orders to replenish the warehouse.	X			X
A. GENERAL REQ	5	F-0004	eProcurement System shall support County's financial chart of accounts.	X			X
A. GENERAL REQ	6	F-0005	eProcurement System shall support County's Bill To and Ship To information.	X			
A. GENERAL REQ	7	F-0006	eProcurement System shall have the ability to configure grouping options for requisition line items based on complex combinations of parameters (Examples - Commodity, Unit Codes, Accounting Codes, Master Agreement, Vendor, Certified Vendors, etc.); ability to review requisition line item groupings, the eProcurement System shall auto generate solicitation or award documents based on grouping requirements.	X			X
A. GENERAL REQ	8	F-0001	eProcurement System shall support the push of information to commodity lines, such as shipping, billing, accounting information, tax profiles/ID's.	X			
A. GENERAL REQ	9	F-0008	eProcurement System shall accommodate a hierarchical commodity code structure with at least three levels (e.g., class, subclass, item), and these codes can be stored and selected.	X			
A. GENERAL REQ	10	F-0003	eProcurement System shall have the ability to support via configurability multiple County Acquisition requirements; examples include but are not limited to the following: •Awards may only be made to registered PPE (certified) vendors as long as a minimum number of quotes are received and the over PO total does not exceed a stated amount. •Sole Source request over \$5k must automatically be assigned to Central Purchasing. •Solicitation over \$10k must automatically be posted online.	X			X
A. GENERAL REQ	11	F-0013	eProcurement System shall have the ability to setup procurement groups of items and control which Departments and Buyers or Buyer Teams would have access to place orders for the items. Includes groups of master agreement items, catalog items, and services.	X			
A. GENERAL REQ	12	F-0014	eProcurement System shall have buyer assignment logic configurability for requisitions and purchase orders based on conditional requirements including but not limited to department buyer, central buyer, buyer team, commodity, dollar amount, cost center, etc.	X			
A. GENERAL REQ	13	F-0016	eProcurement shall have the ability to assign a tax profile with a Shipping (receiving) location, and have the tax profile infer to purchase order commodity lines.	X			
A. GENERAL REQ	14	F-0018	eProcurement System shall have the ability to configure shipping locations to infer cost center, chart account information, and tax profile to purchase order commodity/accounting lines. For purchase order accounting lines the eProcurement System shall infer financial chart of account attributes based on commodity.	X			X
A. GENERAL REQ	15		eProcurement System shall Support, roll-up, and report on multi-Department and multi-Contract Programs.	X			

EXHIBIT A - SOW, ATTACHMENT 1 - FUNCTIONAL REQUIREMENTS							
				REQUIREMENTS AVAILABILITY			
CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
A. GENERAL REQ	16		eProcurement System shall have the ability to manage and track staff and resources/County staff augmentation deployed on, and costs charged to, a Contract or Program including: consultants, subcontractors, and PMs.	X			X
A. GENERAL REQ	17		eProcurement System shall provide a web-based interface for access to eProcurement System by all Contract team members, including but not limited to, Program Managers, Contract Managers, Contract Monitoring Managers/Analysts, consultants, awarded vendors, subcontractors, and new prospective vendors (including but not limited to: Contract planning, Service requests, Solicitations, contract closeout activities, and invoices).	X			
A. GENERAL REQ	18		eProcurement System shall have the ability to create Contracts, Work Orders, Subordinate Agreements, JOCs, Master Agreements, etc.	X			
A. GENERAL REQ	19		eProcurement System shall have the ability to create contract repository to store all contracts and related documents.	X			
A. GENERAL REQ	20		eProcurement System shall have the ability to access, input, and/or retrieve contract information (e.g. generate reports and export data) when in the field, including processes, forms, photos/pictures, correspondence, etc., using mobile devices, including tablet, iPad, Microsoft Surface Pro, smartphone, iPhone, etc.	X			
A. GENERAL REQ	21		eProcurement System shall automatically sense and configure forms, reports, dashboards, etc. to fit the display screen of the mobile device being used to interface with eProcurement System and have the information presented be legible and sized to read, i.e., text greater than 4 point.	X			
A. GENERAL REQ	22		eProcurement System shall have the ability to Import and/or maintain information in a database that includes completed Contract key performance indicators (KPIs - services types, contract expenditures, vendor business size, term, performance), performance reports, performance scorecards, contract discrepancy reports, Contract sums and expenditures incurred, Contract terms/durations, lessons learned, line item costs from schedules of values, contract and budget forecasts, status reports, schedules, and Change Order/Amendment Proposals, etc., to use in planning, budgeting and scheduling of new Contracts and/or comparing with current Contracts.	X			X
A. GENERAL REQ	23		eProcurement System shall have the ability to Extract/export KPI and Program/Contract analytic data, including but not limited to: actual Contract expenditures and revenue generated, forecasts, status reports, schedules, Contract durations and other comparative metrics, for Contracts and/or user-specified line-items, Board initiatives, on completed and/or current Contracts.	X			
A. GENERAL REQ	24		eProcurement System shall have intelligent sales tax management solution that calculates the correct sales or use tax for the commodity, ship to, and vendor resell certificate status; or be able to integrate with an external Sales Tax Management system.	X			X
A. GENERAL REQ	25		eProcurement System shall support up to 500 commodity lines and 500 accounting lines per purchase order and invoice.	X			
B. USER EXPERIENCE	1	F-0021	eProcurement System shall have a robust intuitive user interface with a software wizard or set up assistant that will guide users throughout the whole system interaction.	X			

EXHIBIT A - SOW, ATTACHMENT 1 - FUNCTIONAL REQUIREMENTS							
				REQUIREMENTS AVAILABILITY			
CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
B. USER EXPERIENCE	2	F-0022	eProcurement System shall have a modernized and simplified user interface. Examples include but are not limited to: <ul style="list-style-type: none">•Readable font and font sizing•Easy to navigate•Consistent formatting and design•Seamless Interaction between computer view and mobile view (if available)	X			
B. USER EXPERIENCE	3	F-0023	eProcurement System shall have a robust, preferably universal search (including search of meta data and within documents) capability across all modules and functions.	X			
B. USER EXPERIENCE	4	F-0024	eProcurement System shall have the ability to alert organizational users to complete any required missing data in mandatory fields and correct any improper field formatting.	X			
B. USER EXPERIENCE	5	F-0025	eProcurement System shall have a double check functionality that will highlight typical errors such as misspelling, past date, etc.	X			
B. USER EXPERIENCE	6	F-0026	eProcurement System shall start all request with basic information. Additional fields will present itself based on user selections of the requirements. Fields that will automatically show will depend on parameters set forth by the County. Additional fields shall be based on chosen procurement method, dollar amount of transaction, etc.	X			X
B. USER EXPERIENCE	7	F-0027	eProcurement System shall ensure that all required documents are submitted correctly prior to allowing user to proceed with the request.	X			X
B. USER EXPERIENCE	8	F-0028	eProcurement System shall have the ability to prompt the user to confirm they understand the actions they are taking during submission. Examples include but are not limited to the following: <ul style="list-style-type: none">• The jobwalk date being selected is past the solicitation due date. Do you wish to proceed?• The contract vendor's insurance document is expired. Do you wish to finalize the extension?	X			X
B. USER EXPERIENCE	9	F-0029	eProcurement System shall offer context-sensitive help for all levels of users, including the Vendor community.	X			
B. USER EXPERIENCE	10	F-0030	eProcurement System shall provide clear/intuitive user guides and self-paced video training to help users understand how to use the application for procurement process. eProcurement System shall also provide self-paced video training to help vendor community manage their vendor portal, respond to solicitation, etc.	X			
B. USER EXPERIENCE	11	F-0263	eProcurement System shall have a software wizard or assistant that will describe method/procedure to handle documents that have interfaced to eCAPS and been rejected with errors.	X			X
B. USER EXPERIENCE	12	F-0264	eProcurement System shall have a software wizard or assistant that will describe method/procedure to handle documents that have interfaced to eCAPS and failed to load to eCAPS.	X			X
B. USER EXPERIENCE	13		eProcurement System shall provide rules/data validation to prevent data entry duplication and inconsistencies in the data.	X			X
C. COMMUNICATION	1	F-0031	eProcurement System shall have an email function which will allow System user to communicate internally within the Department, different Department, or with vendor.	X			
C. COMMUNICATION	2	F-0032	eProcurement System shall allow email recipients to respond via the system.	X			

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				REQUIREMENTS AVAILABILITY			
CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
C. COMMUNICATION	3	F-0033	eProcurement System shall track and retain all email correspondence.	X			
C. COMMUNICATION	4	F-0034	eProcurement System shall allow County user to attach outlook emails to the correspondence thread, if any communication regarding the request was addressed outside of the system. Attachment formats to include the following but are not limited to (pdf, outlook attachments, xls, etc.)	X			
C. COMMUNICATION	5	F-0035	eProcurement System shall have a vendor guided email communication process that will assist in routing their inquiry to the appropriate contact dependent on the current status of the request in the procurement cycle. Vendor shall have the ability to select from a preset list. Selection list examples include but not limited to: •Question regarding solicitation- vendor inquiry will be routed to the 'Question and answers' section of the solicitation •Question regarding delivery upon award - vendor inquiry will be routed to the Department requestor •Question regarding payment after delivery - vendor inquiry will be routed to the Department accounts payable/finance	X			
C. COMMUNICATION	6		eProcurement System shall create and maintain various file distribution lists for email communications and file and document distribution within a Contract or Program.	X			
C. COMMUNICATION	7		eProcurement System shall email documents out to a Contract participant's external email address.	X			
C. COMMUNICATION	8		eProcurement System shall create and maintain Program and Contract specific directories for use in the email distribution of notifications and information.	X			
C. COMMUNICATION	9		eProcurement System shall have the ability to automatically capture all incoming/outgoing emails (message body and all attachments) into specific folders within specific Contracts including the email history/email string for review or auditing.	X			
C. COMMUNICATION	10		eProcurement System shall distribute any file or document in the document database, regardless of the file size, to an external users via email that is capable of accepting the file size.	X			
D. DASHBOARD	1	F-0036	eProcurement System shall have a dashboard that clearly identify where a request is in the process.	X			
D. DASHBOARD	2	F-0037	eProcurement System shall have a dashboard that is accessible to all County employees via an internet link.	X			
D. DASHBOARD	3	F-0038	eProcurement System shall have a dashboard that is customizable per user. •Finance: will show budget related items, encumbrance, etc. supplemental PO alert? •Fleet: will show Open car RQNs, POs issued, POs with scheduled to be delivered per month/quarter/etc., add a dedicated box for "zero emission vehicles, specialty, etc. •Buyers: Open RQNs, Bids due, MAs expiring, etc.	X			
D. DASHBOARD	4	F-0039	eProcurement System shall be capable of displaying a dashboard or activity based upon the user roles and user permissions.	X			
D. DASHBOARD	5	F-0040	eProcurement System shall incorporate a web-based dashboard to allow visibility, interaction and access to metrics, key performance indicators, and scorecards.	X			
D. DASHBOARD	6		eProcurement System shall have the ability to "drill down" from a Contract report or dashboard view to specific details about a Contract, Contract Board initiative data, Contract activity, Contract issues, sums, terms and various Contract elements starting from a report or dashboard screen.	X			

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				REQUIREMENTS AVAILABILITY			
CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
D. DASHBOARD	7		eProcurement System shall have a dashboard that displays the number of requests pending Purchase Order creation/approvals for County Departmental Buyers and Central Buyers. This dashboard will allow procurement managers to easily see buyer workloads.	X			X
E. REPORTING	1	F-0041	eProcurement System shall allow expenditure account codes i.e. cost centers to be configured from parameters (e.g., ordering area, item code, accounting codes, organization unit), and, auto inferred on requisition and purchase order line items. Expenditure account codes to be inferred from groups assigned to users.	X			
E. REPORTING	2	F-0042	eProcurement System shall have the ability for users to customize parameters of search results; examples of filterable results shall include but are not limited to the following: <ul style="list-style-type: none">•RQN (Requisition), RQN status (where it's at in the approval process IE. Returned to end user/procurement)•RFx (Solicitation), due dates, mandatory timelines (Q&A due dates, mandatory bidders, conference, etc.)•PO (Purchase order), PRDO (Contract purchase order), status (approval date, delivery date, etc.•MA (Master Agreement) - expiration date, inception date, etc.•List of frequently used vendors•Commodity codes•Object codes•Activity codes•POs (Purchase order) issued to Vendors registered under Preference Program Enterprises•Location•Department•List of open orders•Awarded POs to vendors•Vehicle PO reports with delivery date•Number of solicitations scheduled to close per day•LSBE vendor purchase order tracking -to aid in Departments in meeting the BOS request to have 20% of the purchase orders issued to SBE vendors.	X			
E. REPORTING	3	F-0043	eProcurement System shall have the ability to easily filter data items to create ad hoc reports.	X			X
E. REPORTING	4	F-0044	eProcurement System users shall have the ability to click on records in a report and have the system navigate the user to the specified record.	X			
E. REPORTING	5	F-0046	eProcurement System shall have the ability to provide standard reports that are auto-generated on a pre-defined basis.	X			
E. REPORTING	6	F-0047	eProcurement System shall have the ability to generate reports based on all possible system data items and should contain real time information.	X			
E. REPORTING	7	F-0053	eProcurement System shall provide system-wide reporting capability across all users and process areas. All users shall have the ability of configuring their own reports by using information from configured fields on UI and process data elements.	X			X

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				REQUIREMENTS AVAILABILITY			
CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
E. REPORTING	8	F-0049	eProcurement System shall have the ability to conduct supplier/sourcing analyses, including but not limited to: <ul style="list-style-type: none">• Supplier fragmentation analysis (e.g. number of suppliers per item/category)• Supplier risk analysis (e.g., based on delivery success rates)• Contract risk analysis (e.g., contract usage)• Category to source analysis (e.g., by spend, on vs. off contract purchasing)• Supplier ranking by categories across dimensions	X			X
E. REPORTING	9	F-0050	eProcurement System shall have the ability to conduct savings analyses, including but not limited to: <ul style="list-style-type: none">• Projected vs. actual savings (e.g., savings per commodity/contract)• Estimated vs. actual spend in relation to saving strategies• Saving status by commodity/contract manager• Tracking of the implementation of saving strategies	X			X
E. REPORTING	10	F-0051	eProcurement System shall have the ability to conduct process and performance analyses, including: <ul style="list-style-type: none">• Buyer productivity• Contract cycle analysis (e.g., number of months to registration)• Invoice/payment analysis (e.g., time it takes to pay invoices)• Operational analysis• Purchase order analysis (e.g., summary by account, delivery date, vendor, buyer, etc.)• Qualitative and/or quantitative performance analysis• Contract consolidation analysis (e.g. number of contracts per commodity category over time)• Benchmarking analysis (e.g., pricing relative to historical low/high)	X			X
E. REPORTING	11	F-0052	eProcurement System shall have the ability to monitor and report various combinations of requests, example includes but are not limited to the following: <ul style="list-style-type: none">• Solicitation response submissions and trends.• Track purchases being made by each Department for distribution of orders between all preference vendors (LSBE, DVBE, etc.) and non PPE vendors.• Productivity metrics for the processing of time sensitive and critical business processes.• Cycle times from initial request to RFX to award• Ability to drill down into more detail when looking at the cycle time reports.	X			

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				REQUIREMENTS AVAILABILITY			
CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
E. REPORTING	12	F-0048	eProcurement System shall have the ability to conduct multiple types of analyses, including but are not limited to: <ul style="list-style-type: none">• Commodity-specific view of data with different levels of aggregation;• Supplier analysis (e.g., spend per supplier over time)• Invoice analysis (e.g., approved vs. unapproved)• Contract analysis (e.g., % contract value purchased)• Business unit analysis (e.g., spend by category by business unit)• Counts (e.g., number of suppliers, commodities, etc.)• Percentage/Magnitude analysis (e.g. % spend compare to overall total)• Variance analysis (e.g. price change over time, across agencies, across suppliers, etc.)• Forecasting capabilities based on historical data (e.g., projected spend per item, per agency, and per dimension in subsequent financial periods)• Cause and effect analysis (e.g., effects/correlation of one dimension over another)	X			X

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				REQUIREMENTS AVAILABILITY			
CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
E. REPORTING	13	F-0054	eProcurement System shall have robust reporting capabilities with multiple visual representation. Examples include but are not limited to: <ul style="list-style-type: none">• workflow flow chart• cycle time calculations• bar charts• pie chart• Tables• Scatter plot• Pivot tables• Calendar view options (Monthly, Quarterly, Semi-Annually, Yearly)	X			
E. REPORTING	14	F-0055	eProcurement System shall maintain a summary of all system actions throughout the procurement process. All review or changes made to the a request will be recorded. Summary of reportable items shall include but are not limited to the following: <ul style="list-style-type: none">• Requisition status• Purchase order• Email received from requestor• follow up sent to requestor regarding award• Email sent to vendor clarifying product offered	X			
E. REPORTING	15		eProcurement System shall provide an integrated reporting capability to generate reports and dashboards, as needed, for the real-time review of contracts.	X			X
E. REPORTING	16		eProcurement System shall manage up to 1,500 users accessing eProcurement System concurrently and extract data for review, analysis, tracking and/or reporting - without adversely impacting performance and response times.	X			
E. REPORTING	17		eProcurement System shall provide an integrated reporting capability to generate reports and dashboards, by: <ul style="list-style-type: none">•All County Contracts•Program•Supervisory District•Contract type•County Department•Departmental Division•Board Initiative•CP No.	X			X
E. REPORTING	18		eProcurement System shall compile data for reports or dashboards for one, many, or all Programs and Contracts.	X			X
E. REPORTING	19		eProcurement System shall support reporting for every stage of Program and/or Contract activity.	X			

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				REQUIREMENTS AVAILABILITY			
CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
E. REPORTING	20		eProcurement System shall provide and maintain report and dashboard access permissions which will only allow reports or dashboards to be viewed or printed by users with the appropriate access permissions.	X			
E. REPORTING	21		eProcurement System shall accumulate and maintain the Program/Contract data necessary to produce all County-desired or required reports, including specified standard reports, custom reports, and ad hoc reports.	X			X
E. REPORTING	22		eProcurement System user shall have the ability to export data to Microsoft Word, Excel, Access, SQL, PDF format files.	X			
E. REPORTING	23		eProcurement System shall provide, as part of the provided eProcurement System being delivered, templates of typical, standardized Program/Contract management reports for the following: eProcurement System shall have reporting for Contract/Program status information (as applicable) regarding: <ul style="list-style-type: none">•Initial budget(s).•Approved budget changes.•Pending budget changes.•Current budget(s).•Budget by funding source.•Initial commitments.•Commitment changes.•Total commitments.•Unencumbered Contract commitments.•Paid expenditures.•Payment applications/expenditures in process for payment.•Expenditures by fund.•Held retentions and withholds.	X			
E. REPORTING	24		eProcurement System shall have reporting for Contract/Program status information (as applicable) regarding: <ul style="list-style-type: none">•Initial budget(s).•Approved budget changes.•Pending budget changes.•Current budget(s).•Budget by funding source.•Initial commitments.•Commitment changes.•Total commitments.•Unencumbered Contract commitments.•Paid expenditures.•Payment applications/expenditures in process for payment.•Expenditures by fund.•Held retentions and withholds.	X			X

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				REQUIREMENTS AVAILABILITY			
CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
E. REPORTING	25		eProcurement System have reporting for Contracts with: <ul style="list-style-type: none">•Initial amount(s).•Approved changes(s).•Pending changes.•Estimated work in place.•Actual and planned completion dates.	X			X
E. REPORTING	26		eProcurement System have reporting for action item assignments made during meetings that are reference/linked to specific meeting minute items and can be printed and/or merged into an outstanding items log.	X			
E. REPORTING	27		eProcurement System have reporting for action item reminders automatically generated from meeting minutes, issues logs, RFIs, submittals, Change Order/Amendments, Proceed Orders, and/or tasks assigned by management.	X			X
E. REPORTING	28		eProcurement System shall have reports, dashboards and data in an electronic format compatible with, and able to output to, a County-specified version of the Microsoft Office Suite.	X			
E. REPORTING	29		eProcurement System report through exporting reports and dashboard displays, and shall be pre-configured for: <ul style="list-style-type: none">•Report and dashboard printing with contract/purchase order title, description, sum, expenditure, and term.•Summary reports designed to fit on a 8 1/2 x 11 page.•Multi-page, multi-level reports presenting backup data by selection criteria.	X			X

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				REQUIREMENTS AVAILABILITY			
CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
E. REPORTING	30		eProcurement system shall have capabilities to report on purchase order and contract specific data including, but not limited to: <ul style="list-style-type: none">•Contract Name.•County Department, Department Division.•Contract Name(s).•Contract Location (city, street address, zip code), Contract Number.•Contract specific information (e.g. Living wage/Prop A contracts, sole source contracts, Gain/Grow supported contracts, Local-Targeted Worker supported contracts, Supervisorial District(s), various similar Board initiatives)•Contract Types (including Master Agreements, PPAs, WOs, SAs, Contracts, Design-Solicitation-Build, Design Build, JOC, etc.)•Total Contract Sum/Total Contract Budget.•Change Order/Amendment Cost (budgeted vs. actual costs).•Contract/Work Order Start and Completion Dates.	X			X

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				REQUIREMENTS AVAILABILITY			
CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
E. REPORTING	31		<p>eProcurement System shall be able to report on Financial and Budgetary information including:</p> <ul style="list-style-type: none">• Initial budgets.• Approved budget changes.• Current budget(s).• Pending budget changes and funding sources.• Overall budgets that identify and present individual budgets per category as subtotals.• Initial commitments.• Commitment changes.• Total commitments.• Unencumbered Contract commitments.• Contracts with initial amounts, approved changes and estimated change orders/amendments in process• Agreements with initial amounts and estimated work-in-place.• Proceed Orders with initial amounts, approved changes and estimated work-in-place.• Expenditures organized by, and able to display:<ul style="list-style-type: none">• Contract name or Vendor name (including Proceed Orders) for each Contract.• Initial Contract amount.• Adjustments from approved Change Order/Amendments.• Current Contract amount.• Current Contract balance.• Total expenditures (including charges for County resources and payments for Contracted/Proceed Order and services).• Funding source(s).• Pending changes.• Withholding amounts taken against each Contract from paid invoices.• Forecasted budgets.• County costs vs third-party costs, i.e. staff augmentation tracked by employer name, services, etc.	X			

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				REQUIREMENTS AVAILABILITY			
CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
E. REPORTING	32		eProcurement System shall generate all reports required by Federal, State, and local laws, rules, regulations, ordinances, guidelines, directives, and County policies and procedures.	X			X
E. REPORTING	33		eProcurement System shall support and generate reports for County's Local and Targeted Worker Hiring Program (LTWHP).	X			X
E. REPORTING	34		eProcurement System shall produce reports which support all levels of staff in managing their Program or Contract workloads.	X			
E. REPORTING	35		eProcurement System shall include a full business intelligence feature to support the analysis of information in the database and present relevant findings in reports and/or dashboards.	X			X
E. REPORTING	36		<p>eProcurement System shall allow users with minimal, or no, technical software background to create:</p> <ul style="list-style-type: none"> • Management Reports. • Logs for tracking RFIs, ASIs, CORs, COs, Reports from Users, Requests for inspection and testing, etc. <p>Contract Status Reports by/for:</p> <ul style="list-style-type: none"> • Time Periods, including, weekly, monthly, specified/as of date ranges, fiscal period, annual, etc. • Role, including Program Manager, Contract Manager, Construction Manager, Executive Management, Department Division, Section, Unit, etc. • Contract Summary Reports. • Parameter-driven reports. <p>Ad Hoc Reports:</p> <ul style="list-style-type: none"> • Allow users with minimal, or no, technical software background to generate both preformatted and free form ad hoc reports. • Allow users with minimal, or no, technical software background to request and format selected Program/Contract data using parameter-driven ad hoc reporting capabilities. • Allow users with minimal, or no, technical software background to define new calculated fields to be used by an ad hoc report. 	X			X
E. REPORTING	37		eProcurement System shall generate reports that are valued at a single point in time, multiple points in time, or display the change between two points in time.	X			
E. REPORTING	38		eProcurement System shall provide the ability to drill down to underlying base/support data from reports or dashboards being displayed.	X			
E. REPORTING	39		eProcurement System shall have the ability to graph/chart the results of a report without downloading the results to another Program or application.	X			
E. REPORTING	40		eProcurement System shall include the capability to sort available reports, and also to sort on fields within reports, such as Department, Division, Supervisorial District, Name, Location, Category, Funding Sources, etc.	X			X
E. REPORTING	41		eProcurement System shall output data in County-specified electronic format, including, County-specified version of the Microsoft Office Suite format, CSV, HTML, etc., for further sorting.	X			

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				REQUIREMENTS AVAILABILITY			
CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
E. REPORTING	42		eProcurement System shall sort, filter, and group data in reports.	X			
E. REPORTING	43		eProcurement System shall sort report data per user-defined criteria.	X			
E. REPORTING	44		eProcurement System shall have the ability to view online, download and/or save all reports, including standardized, custom and ad hoc, as electronic files in MS Office formats (Excel, Word, Access, PowerPoint, MS Contract, Visio, etc.), Text file format, PDF format, etc.	X			
E. REPORTING	45		eProcurement System shall have the ability to print reports or export in electronic format (County specified version of the Microsoft Office Suite format, CSV, HTML, PDF, header, footer, etc.) for further sorting and printing.	X			X
E. REPORTING	46		eProcurement System shall maintain clear descriptions and definitions of each standardized or customized report that is accessible by County specified users, including Report title, content, run date, "as of" date, "period covered by" date, print date, etc.	X			X
E. REPORTING	47		eProcurement System shall provide the ability for users to identify/specify “favorites” and frequently used reports.	X			
E. REPORTING	48		eProcurement System shall include typical standard report and/or form templates required for Contract/Construction Management functions or activities, including,: <ul style="list-style-type: none"> • Change Order/Amendments. • Requests for Information. • Submittals. • Payment Applications. • Architectural Supplemental Instructions (ASI)/Bulletins. • Issue Notification and Completion/Resolution. • Change Order/Amendment Requests (CORs). • Board Letters. • Notice to Proceed (NTP). • Notice to Vendors. • Authorization to Proceed (ATP). • Run reports based upon defined time durations, including last month, current month, last year, etc. 	X			X
E. REPORTING	49		eProcurement System shall allow authorized users with minimal, or no, technical software background to edit or modify the content and layout of forms, reports or dashboards to meet their specific needs.	X			
E. REPORTING	50		eProcurement System shall have the capability to utilize and reflect real-time data in generation of reports and dashboards.	X			
E. REPORTING	51		eProcurement System shall save specific, frequently used report configurations and/or dashboards for future use or modification.	X			
E. REPORTING	52		eProcurement System shall provide dashboards with the ability to filter, highlight, search, and slice information determined as needed by users or eProcurement System Administrators.	X			
E. REPORTING	53		eProcurement System dashboards shall have the capability to generate and display graphic representations summarizing data in reports.	X			

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CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
E. REPORTING	54		eProcurement System shall have the ability to generate Program-wide dashboards and reports as well as dashboards and reports for individual Programs or Contracts.	X			
E. REPORTING	55		eProcurement System shall provide the capability to create and display dashboards for both Contracts and Programs on the same screen.	X			
E. REPORTING	56		eProcurement System shall have the capability to concurrently extract data and generate dashboards and/or reports on all Program/Contract budgets and schedules in eProcurement System for review and analysis.	X			X
E. REPORTING	57		eProcurement System shall have the capability to click on dashboard graphics displays to "drill down" to the detailed Contract record information pertaining to the report or dashboard being displayed.	X			
E. REPORTING	58		eProcurement System shall provide executive management with multi-level dashboards that can concurrently display summary information screens for individual Contracts, multiple Contracts within a Program, as well as multiple Programs.	X			X
E. REPORTING	59		eProcurement System shall support online real-time data exports.	X			
E. REPORTING	60		eProcurement System shall have the capability to create dashboards for both Contracts and Programs on the same screen.	X			X
E. REPORTING	61		eProcurement System shall have the capability to: <ul style="list-style-type: none"> • Run reports based upon defined time durations, including last month, current month, last year, etc. • Generate criteria-based reports, including Contracts greater than a specified dollar value, Change Order/Amendments by Vendor, Contracts by Supervisorial District, expenditures by Department, Division, Section, PM, etc. 	X			X
E. REPORTING	62		eProcurement System shall organize and present multi-level reports of backup data for Change Order/Amendments or payment applications/invoices by category or classification, i.e. CSI Master Format.	X			
E. REPORTING	63		eProcurement System shall present status information in both tabular and graphical form and output as printed documents and/or electronic PDF files.	X			X
E. REPORTING	64		eProcurement System shall have the capability to generate and add other custom reports as may be needed from time to time by County.	X			
E. REPORTING	65		eProcurement System shall provide the option for PM's to approve/reject Manual Detail Billings (MDB).	X			X
E. REPORTING	66		eProcurement System shall have the ability to download actuals from MDB into eProcurement System and have PM do manual overrides if not placed in correct category on TPCE.			X	X
E. REPORTING	67		eProcurement System shall have the ability to track/monitor and run reports on vendor licenses, certifications, and insurance policies with expiration dates and other related information. These reports shall be able to be run to only show vendors that have been utilized (via PO or Contract) by a specific County Department. Any example report would be any vendors utilized by a specific County Department that had a license, certification, and/or insurance policy loaded in the eProcurement System that expired or will expire in the next 120 days.	X			X
F. YEAR END FINANCIALS	1	F-0056	Year End Requirement; The eProcurement System shall establish expenditure accruals including the lapse of outstanding expenditure accrual balances. Includes the ability to configure a minimum balance amount for the expenditure accruals.	X		X	

EXHIBIT A - SOW, ATTACHMENT 1 - FUNCTIONAL REQUIREMENTS							
				REQUIREMENTS AVAILABILITY			
CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
F. YEAR END FINANCIALS	2	F-0251	eProcurement System shall accommodate deadlines for processing current Budget Fiscal Year (BFY) and prior BFY encumbrances during period 13 and periods 1 and 2.	X			X
F. YEAR END FINANCIALS	3	F-0252	eProcurement System shall accommodate special payment processing in period 13. E.g., No prior BFY payments in new fiscal year until mid-July, stop payment processing in period 13 in mid-July, etc.	X			X
F. YEAR END FINANCIALS	4	F-0253	eProcurement System shall allow management of encumbrances and expenditure accruals. (lapse, current vs. commitment)	X			X
F. YEAR END FINANCIALS	5	F-0254	eProcurement System shall provide a method to identify, record and cancel expenditure accruals during period 13 based on unpaid (unmatched) receivers. See County Fiscal Manual 4.2.0.	X			X
G. WORKFLOW AND APPROVALS	1	F-0057	Approvers in the eProcurement System shall support worklist Approval Management. Ability for approvers to approve from worklist, reassign to another approver, place task back into general approval que; Approval document control and routing.	X			
G. WORKFLOW AND APPROVALS	2	F-0058	eProcurement System shall allow users to make minimum revisions to the documents, without having to go through entire approval process based on the following conditions: •Corrections that will not affect pricing, object code, delivery address, misspellings, delivery date update (currently if a past delivery date indicated on a PO it automatically rejects and requires all levels of approvals again.) etc. •If the PO delivery date occur prior to the approval date the PO automatically rejects and approvals resets •Misspelling corrections to the RQN typically requires the entire document to be rejected and approvals resets.	X			X
G. WORKFLOW AND APPROVALS	3	F-0059	eProcurement System shall have the ability via configuration to automatically require certain approvals based on predetermined parameters; examples include: •Dept: End User's initial request over \$25k requires Section Manager approval •ISD: Sole source over \$25k requires Division Manager approval •Grant funded purchases will require additional approval from Dept Grant specialist	X			
G. WORKFLOW AND APPROVALS	4	F-0061	eProcurement System shall allow a designated user with the necessary approval levels to update, add or delete additional requirements or information.	X			
G. WORKFLOW AND APPROVALS	5	F-0062	eProcurement System shall allow users to make minor revisions to the documents, without having to go through entire approval process. Examples include but are not limited to the following below: •Corrections that will not affect pricing, object code, delivery address, misspellings, delivery date update (currently if a past delivery date indicated on a PO it automatically rejects and requires all levels of approvals again.) etc. •If the PO delivery date occur prior to the approval date the PO automatically rejects and approvals resets •Misspelling corrections to the RQN typically requires the entire document to be rejected and approvals resets.	X			X
G. WORKFLOW AND APPROVALS	6	F-0063	eProcurement System shall allow all approvals to be completed in the system for all procurement process.	X			
G. WORKFLOW AND APPROVALS	7		eProcurement System shall include a BPA engine for development, modification and management of workflows and processes within/as part of eProcurement System.				X

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				REQUIREMENTS AVAILABILITY			
CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
G. WORKFLOW AND APPROVALS	8		eProcurement System shall include a process designer within/as part of eProcurement System.				X
G. WORKFLOW AND APPROVALS	9		eProcurement System shall include security permissions that allow only identified roles to develop or modify workflows and processes using the BPA engine.	X			
G. WORKFLOW AND APPROVALS	10		eProcurement System shall allow processes and workflows to be developed and defined/refined using a graphical interface with drag and drop functionality.	X			
G. WORKFLOW AND APPROVALS	11		eProcurement System shall provide security permissions that allow only identified roles or users to initiate or respond to certain processes or assigned processes.	X			
G. WORKFLOW AND APPROVALS	12		eProcurement System shall allow customization or addition of data fields or processes without a requirement for Contractor involvement.	X			X
G. WORKFLOW AND APPROVALS	13		eProcurement System shall provide direct and concurrent access from process screens to step-by-step instructions or wizards for that process.	X			
G. WORKFLOW AND APPROVALS	14		eProcurement System shall allow changes to be made and saved to an existing workflow which already has filled out processes as a single exception for that process instance or to be applied to all other existing and/or future process instances and workflows.	X			X
G. WORKFLOW AND APPROVALS	15		eProcurement System shall allow the same process template to be used across all Contracts and/or on subsets of Contracts.	X			
G. WORKFLOW AND APPROVALS	16		eProcurement System shall allow documents be attached to a process instance and automatically be uploaded to a designated folder in the document management database.	X			
G. WORKFLOW AND APPROVALS	17	F-0020	eProcurement System workflow conditional requirements shall include the ability to compare fields from different documents. Example - A workflow rule that compares the total amount on a purchase order with the amount from the originating requisition.	X			X
G. WORKFLOW AND APPROVALS	18		eProcurement System shall provide a Business Process Automation (BPA) engine that can integrate or recognize data inputs or updates from third-party applications including Word, Excel, etc.		X		
G. WORKFLOW AND APPROVALS	19		eProcurement System shall provide a BPA engine that can support manual or on-demand, realtime data import/export tools for budgets, budget changes, Contracts, Change Order/Amendments, Proceed Orders, invoices, contacts, licensed users, processes (including submittals, RFIs, Change Order/Amendment Proposals, Proceed Orders, etc.) and maps the data to specified fields in Contractor's proposed eProcurement System database as part of the import process.	X			
G. WORKFLOW AND APPROVALS	20		eProcurement System shall provide a BPA engine that allows different field types for entry of different data types, including text, number, decimal, fraction, single-select dropdown, multiple option selection dropdown, integer, date/time, etc.	X			
G. WORKFLOW AND APPROVALS	21		eProcurement System shall include a BPA engine that can be configured to determine the next step in process instances based on certain criteria and business rules, including budget change approval routing based upon amount to the proper approval levels, update TPCEs and cost reports to reflect real-time invoice data input, route documents for approvals (i.e. Change Order/Amendments, document revisions, ATP's, NTP's, del memos, Notice of Completion, Punch Lists, etc.).	X			

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CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
G. WORKFLOW AND APPROVALS	22		eProcurement System shall provide a BPA engine that allows one process to start another process and automatically export applicable data to fields in the new process.	X			X
G. WORKFLOW AND APPROVALS	23		eProcurement System shall provide users with access to a list of all processes that are “in their court”, with an automatically generated checklist of completed to date and pending completion items, per each phase (Program, Design, Construction, Closeout), that follows PMD's Procedures Manual.	X			
G. WORKFLOW AND APPROVALS	24		eProcurement System shall automatically notify users when they have a process instance assigned to them and "in their court" or is due.	X			
G. WORKFLOW AND APPROVALS	25		eProcurement System shall allow users assigned a specific process instance to graphically view the process flow and identify what step the process is in.	X			X
G. WORKFLOW AND APPROVALS	26		eProcurement System shall send reminder email notifications of all processes that are “in their court” until the required action(s) are taken or completed.	X			
G. WORKFLOW AND APPROVALS	27		eProcurement System shall support aging and variance calculations on assigned process instances.	X			
G. WORKFLOW AND APPROVALS	28		eProcurement System shall have the capability to track and maintain a full routing history and display the status, actions taken, and age of each action taken on assigned process instances.	X			
G. WORKFLOW AND APPROVALS	29		eProcurement System shall allow users with minimal, or no, technical software background to create workflows/processes utilizing standard flow charting symbols, plain English commands, and employing "drag and drop" graphic interface.	X			X
G. WORKFLOW AND APPROVALS	30		eProcurement System shall provide the capability to edit existing workflows/processes.	X			X
G. WORKFLOW AND APPROVALS	31		eProcurement System shall provide the capability to create and/or modify workflows that incorporate established/approved rules, policies, and procedures by approved staff having pre-set permission levels.	X			X
G. WORKFLOW AND APPROVALS	32		eProcurement System shall allow processes to have multiple workflows.	X			X
G. WORKFLOW AND APPROVALS	33		eProcurement System shall provide the capability to create custom workflows/processes [at the ISD Central Purchasing level and at the Department level. Procurement related workflows shall be able to be integrated into the procurement process or independent of procurement process (i.e. formulation of agreements, CEO approvals, CIO approvals, Department level capital equipment approvals)]	X			
G. WORKFLOW AND APPROVALS	34		eProcurement System shall provide a workflow structure that can be modified to reflect Contracting method.	X			
G. WORKFLOW AND APPROVALS	35		eProcurement System shall allow processes to have conditional steps, with the ability to allow conditional steps to be manually overridden by user.	X			
G. WORKFLOW AND APPROVALS	36		eProcurement System shall allow for the execution of reports and mail merges.	X			
G. WORKFLOW AND APPROVALS	37		eProcurement System shall automatically notify and escalate a process to the successor user or management via email if an action has not been taken within a predetermined timeframe. User can utilize pre-set time frame or manually override time frame for a lesser or greater duration for Contract needs.	X			
G. WORKFLOW AND APPROVALS	38		eProcurement System shall allow unique business processes to be specified and assigned by Contract so that different Programs and/or Contracts can utilize different or unique processes.	X			
G. WORKFLOW AND APPROVALS	39		eProcurement System shall have the ability to copy, paste and duplicate data of a custom or standard template into a new custom or standard template.	X			

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G. WORKFLOW AND APPROVALS	40	F-0260	eProcurement System shall provide the ability for approval workflows to be established that will allow crossing departmental lines. E.g., Dept inputs a requisition that needs CEO approval before going to ISD for processing.	X			
G. WORKFLOW AND APPROVALS	41	F-0261	eProcurement System shall provide the ability for approval workflows to be established that will vary across a number of fields, E.g., Department, Org Levels, Unit, amount, etc.	X			
G. WORKFLOW AND APPROVALS	42	F-0262	eProcurement System shall allow Security and WF to be configured per County Fiscal Manual and Internal Control Plans.	X			X
G. WORKFLOW AND APPROVALS	43		eProcurement System shall provide the ability to create requests for different types of requisitions where each type allows for an administrator to fully customize workflows for each type including but not limited to stock, sole-source, capital asset, IT, and others. This functionality must include the ability for a user to flag a requisition as an emergency request which would then reduce its approvers and an administrator with elevated permissions shall be able to customize workflow for emergency orders. Lastly the system shall allow for a rerouting of a request to the County CIO and other Commodity based approvers.	X			X
G. WORKFLOW AND APPROVALS	44		eProcurement System shall be capable of linear and parallel approval workflows.	X			X
G. WORKFLOW AND APPROVALS	45		eProcurement System shall be capable of assigning approvals to a group, so that if one member of the group is not available another member can approve.	X			X
H. SYSTEM NOTIFICATION/ALERT	1	F-0064	Prior to award, the eProcurement System shall automatically review if selected vendor has been awarded for the same commodity and intuitively ask if buyer wants to award the same vendor or award another vendor.	X			X
H. SYSTEM NOTIFICATION/ALERT	2	F-0065	eProcurement System shall have the ability to alert a County System User that a new submission is available for assignment.	X			
H. SYSTEM NOTIFICATION/ALERT	3	F-0066	eProcurement System shall have the ability for users to ping/message owners of actionable items for status update.	X			
H. SYSTEM NOTIFICATION/ALERT	4	F-0067	eProcurement System shall have the ability to automatically flag if the purchase order is over 10% (established percentage) of the RQN budgetary amount.	X			X
H. SYSTEM NOTIFICATION/ALERT	5	F-0068	eProcurement System shall have the ability to set a cap for the number of solicitations closing per day.	X			X
H. SYSTEM NOTIFICATION/ALERT	6	F-0069	eProcurement System shall have the ability to notify the all parties when a change is made to any of the documents (RQN, RFx, PO, etc.), changes include but are not limited to the following: <ul style="list-style-type: none"> Email notification to buyer when a note has been added to a requisition request Email notification to the buyer when there is a change in status on purchase order and requisition requests (i.e. approved, submitted to vendor, invoice paid) Contract vendor is requesting a change to the contract (price increase, brand/model change, etc.) 	X			X
H. SYSTEM NOTIFICATION/ALERT	7	F-0070	eProcurement System shall have the ability to prompt a user to attach relevant / required documents as they complete forms.	X			X
H. SYSTEM NOTIFICATION/ALERT	8	F-0071	eProcurement System shall have the ability to flag request as emergency after the required questions are met and appropriate levels of approvals are granted.	X			X

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CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
H. SYSTEM NOTIFICATION/ALERT	9	F-0072	eProcurement System shall allow for custom notifications. County user can control the frequency of notification, how far in advance, who to notify, etc. Notification shall include the following, but are not limited to: <ul style="list-style-type: none"> •Notification for contract nearing expiration •Notification for contracts with expired insurance documents, certificates •Notification for contract service level spend is nearing the \$200k threshold, etc. •Solicitation due dates •Jobwalk reminders •Notification for contract reaching commitment amount. This notification/alerts should be sent to identified requestor/end user. 	X			X
H. SYSTEM NOTIFICATION/ALERT	10	F-0073	eProcurement System shall allow a system user to select their preferred notification method as well turn off / turn on alerts. Examples include but are not limited to: <ul style="list-style-type: none"> •Email alerts • System notification alerts •Mobile Application alert (if available) 	X			X
H. SYSTEM NOTIFICATION/ALERT	11	F-0074	eProcurement System shall alert user if requested commodity is on County or non-County contract/agreement and prevent the purchase through other non-contract means (with proper override authorization).	X			X
H. SYSTEM NOTIFICATION/ALERT	12		eProcurement System shall generate automated email reminders and notifications to Contract Managers and supervising/senior management of past-due activities, including receipt and response to submittals, RFIs, schedule updates, payment application processing, Change Order/Amendment Proposals, Change Order/Amendment execution, etc., based upon pre-determined durations or schedules.	X			X
I. TEMPLATES	1	F-0075	eProcurement System shall provide the ability to establish requisition templates for frequently requested commodities.	X			X
I. TEMPLATES	2	F-0076	eProcurement System shall support a library of terms and conditions. The ability to group terms and conditions in templates for ease of re-use.	X			X
I. TEMPLATES	3	F-0077	eProcurement System shall be able to support multiple templates. Templates shall be editable by users with appropriate access. Examples include but are not limited to the following: <ul style="list-style-type: none"> •Boilerplate terms and conditions •Terms and conditions specific to the solicitation (service, consultant, commodity, etc.) 	X			
J. SIGNATURE	1	F-0078	eProcurement System shall have the capability for users to review and approve/sign contract documents using electronic signatures (using SignIx, DocuSign, etc.) within pre-set roles and permission levels.	X			X
J. SIGNATURE	2		eProcurement System shall have the capability for users to review and approve/sign receipt documents using electronic signatures with pre-set roles and permission levels.	X			
K. FORMS/DOCUMENT	1	F-0079	eProcurement System shall have the ability to track any combination of changes from across multiple versions of procurement documents.	X			

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CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
K. FORMS/DOCUMENT	2	F-0080	eProcurement System shall support Document management including <ul style="list-style-type: none"> •Selection and use of library of Terms and conditions, merge of meta data •Document assembly from selected terms and conditions; and document files types MS Word, PDF •Document editing and collaborations •Document versioning •Electronic signatures 	X			
K. FORMS/DOCUMENT	3	F-0081	eProcurement System shall allow end users/ procurement to complete required forms online with the ability to attach additional documentation: <ul style="list-style-type: none"> •Brand specific questionnaire •Sole source questionnaire •Request for formulation of agreement •Emergency justification •Change order request •User with appropriate hierarchical approval status must have the ability to add and remove forms as needed. 	X			
K. FORMS/DOCUMENT	4	F-0082	eProcurement System shall have the capability to automatically send specific forms according to set parameters. Example includes but is not limited to: <ul style="list-style-type: none"> •Liquidated damages notification letter to the awarded vendor if the requested product is not marked received in the system within pre-configured business days of the listed delivery date. The letter must incorporate liquidated damages amount indicated on the solicitation. User with appropriate hierarchical approval status must have the ability to add and remove forms as needed. •Delinquent Notification letter 	X			X
K. FORMS/DOCUMENT	5	F-0083	eProcurement System shall allow County user to have the ability to upload documents, create web forms or other documents	X			
K. FORMS/DOCUMENT	6	F-0084	eProcurement System shall allow County user to have the ability to manage uploaded documents. Manage submitted documents can include the following but are not limited to the following: <ul style="list-style-type: none"> •Sorting the order of documents •deleting blank pages 	X			
K. FORMS/DOCUMENT	7	F-0085	eProcurement System shall prevent the deletion of a document linked to a vendor submission.	X			
K. FORMS/DOCUMENT	8	F-0086	eProcurement System shall have the capability to generate letters, forms and reports from data entered into electronic forms (e.g. memorandums, etc.).	X			X
K. FORMS/DOCUMENT	9	F-0087	eProcurement System shall allow users to export all documents or forms in word, pdf, excel, etc. Examples include but are not limited to: <ul style="list-style-type: none"> •Reports •Solicitation documents (RFB, RFP, RFQ, etc.) •Sole source questionnaires, 	X			

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CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
K. FORMS/DOCUMENT	10	F-0088	eProcurement System shall be able to maintain a robust forms/documents library with a search option. All submitted and new forms shall be searchable. Example includes but are not limited to: •Questionnaires: Sole source, brand specific •Justifications: Emergency, Confirming •Solicited specifications and statement of work	X			
K. FORMS/DOCUMENT	11	F-0089	eProcurement System shall allow users to generate forms as necessary examples include but are not limited to: •Survey to County Departments regarding contracts •Memorandums •Request for vendors to supply support documentation for contract price increase request. •Vendor concurrence with piggyback opportunities	X			X
K. FORMS/DOCUMENT	12	F-0090	eProcurement System shall allow users to upload documents to a document vault and associate them with bids, forms, and communications with the County	X			
K. FORMS/DOCUMENT	13		eProcurement System shall provide sufficient file, document, and data storage capacity to ensure the functioning of eProcurement System without service interruption due to storage issues.	X			
K. FORMS/DOCUMENT	14		eProcurement System shall have the capability for auto-generation and assignment of unique identifiers to documents archived and maintained (RFIs, Potential Change Order/Amendments, Change Order/Amendments, meeting minutes, submittals, etc.) by Contract for all Program- and/or Contract-related documents.	X			
K. FORMS/DOCUMENT	15		eProcurement System shall store, maintain and retrieve Program/Contract-related documentation from conceptualization through implementation, i.e., Department/Organization proposals, feasibility studies, public outreach efforts and input, jurisdictional agency studies and reports, funding, Board actions, Regulatory agencies, etc.	X			
K. FORMS/DOCUMENT	16		eProcurement System shall track, store, maintain and retrieve documentation relating to the review and approval of Contract submittals, i.e., RFIs, product/material data sheets, shop drawings, material/mock-ups, schedules, potential Change Order/Amendments, Proceed Orders, Change Order/Amendments, payment applications, correspondence, punch list, closeout submittals (warranties, attic stock, red-line drawings, etc. .	X			
K. FORMS/DOCUMENT	17		eProcurement System shall store, maintain and retrieve review and comment documentation related to Contract definition (including Programming), schematic/conceptual design drawings (SDs), design development drawings (DDs), drawings (CDs), and jurisdictional agency reviews and approvals, funding, Board actions, etc.	X			
K. FORMS/DOCUMENT	18		eProcurement System shall allow users without a eProcurement System license to access, view and retrieve Contract-related documentation, including Contract documents, photographs/pictures and reports, etc., and record document access with a date/time/identity stamp.	X			

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CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
K. FORMS/DOCUMENT	19		eProcurement System shall allow access to view and/or retrieve Contract-related documentation, including environmental impact studies, site surveys, utility/infrastructure capacity studies, consultant services selection and retention, etc.	X			
K. FORMS/DOCUMENT	20		eProcurement System shall archive, maintain and retrieve all Program- and Contract-related forms, templates, files and documents with common -related file extensions, including .DWG, .PDF, .DOC, .MPP, .XML, .JPEG, .XER, .DOCX, .XLS, .XLSX, .PPT, etc.	X			
K. FORMS/DOCUMENT	21		eProcurement System shall archive, maintain and retrieve all approved Contract and consultant services schedules, updates and adjustments documentation.	X			
K. FORMS/DOCUMENT	22		eProcurement System shall provide the capability to manage, document and track Program and Contract activities and information, including meetings, submittals, reviews, and responses, email reminders and automatic notifications to Contract Managers and supervising/senior management for activities or tasks that are due, Red Flag Report updates, Status Report reminders, etc.	X			
K. FORMS/DOCUMENT	23		eProcurement System shall generate a document log for an entire Contract or the entire Contractor's proposed eProcurement System documents database showing the folder name, file name, file size, extension, author/uploaded by, date created, date(s) revised, file type, etc.	X			X
K. FORMS/DOCUMENT	24		eProcurement System shall have the capability to archive, maintain and retrieve documentation related to the review and approval of progress payment applications, application and release of stop payment notices, withholds, undisputed retention release, final payments, etc.	X			
K. FORMS/DOCUMENT	25		eProcurement System shall archive, maintain, track and retrieve standard issue notifications and reports.	X			
K. FORMS/DOCUMENT	26		eProcurement System shall archive, maintain and retrieve daily logs including linking log entries, i.e. Inspection Logs, to daily progress photos, etc.	X			
K. FORMS/DOCUMENT	27		eProcurement System shall have the capability to archive, maintain and retrieve Inspection-related documentation, including inspection logs, reports, inspection requests, noncompliance notices, stop notices, permit sign-off, etc.	X			
K. FORMS/DOCUMENT	28		eProcurement System shall provide an audit trail that can track and report on what actions were taken, when and by whom, on behalf of another end user when tasks are delegated or responsibility changed due to vacation, absence, re-assignment or other circumstances.	X			
K. FORMS/DOCUMENT	29		eProcurement System shall provide a document viewer capable of opening and viewing documents with common -related file extensions, including, .DWG, .PDF, .DOC, .MPP,.XML, .JPEG, .XER, .DOCX, .XLS, .XLSX, .PPT, etc.	X			
K. FORMS/DOCUMENT	30		eProcurement System shall have the ability to upload Contract photos and automatically create photo index files, including the photo creation date.		X		
K. FORMS/DOCUMENT	31		eProcurement System shall have the ability to archive, maintain, segregate, distribute and retrieve meeting minutes of all types, i.e., management decision/direction meetings, design review meetings, Contract kick-off meetings, progress meetings, trades coordination meetings, etc.		X	X	
K. FORMS/DOCUMENT	32		eProcurement System shall have the ability to generate and edit documents within Contractor's proposed eProcurement System using the Microsoft Office Suite, including Word, Excel, PowerPoint, Outlook, etc.	X			

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CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
K. FORMS/DOCUMENT	33		eProcurement System shall provide version control of documents enabling the tracking and maintaining of previous versions of Microsoft Office Suite documents.	X			
K. FORMS/DOCUMENT	34		eProcurement System shall allow users to set “edit”, “read-only”, and “no access” to specific folders and files.	X			X
K. FORMS/DOCUMENT	35		eProcurement System shall convert all common file types including Microsoft Visio, Word, Excel, PowerPoint, AutoCAD, and other typical files to the Adobe PDF format files.		X		
K. FORMS/DOCUMENT	36		eProcurement System shall sort and/or adjust document order in eProcurement System document database by Program, Contract, file name, date created, owner, company, etc.	X			
K. FORMS/DOCUMENT	37		eProcurement System shall have an ability to recover deleted files from within eProcurement System, up to a week previously.	X			X
K. FORMS/DOCUMENT	38		eProcurement System shall download stored database documents to computer hard drives, servers or external electronic media storage devices, including CD/DVD, flash drive, computer hard drive, portable/backup hard drive, cloud based storage, etc.	X			
K. FORMS/DOCUMENT	39		eProcurement System shall allow eProcurement System Administrators to create custom folder structures, including create, rename, delete folders and subfolders, etc.	X			X
K. FORMS/DOCUMENT	40		eProcurement System shall provide support for a default file folder hierarchy (tree) for categorizing and filing Program and Contract documents, including correspondence, logs, Change Order/Amendments, Potential Change Order/Amendments, submittals, reports, Regulatory agencies, etc.	X			
K. FORMS/DOCUMENT	41		eProcurement System shall have the ability to support standardized file folder templates, with nested folder structures, for use on Programs and/or Contracts.		X		
K. FORMS/DOCUMENT	42		eProcurement System shall have the ability to support copying or moving of files from one Program or Contract to another, or to another folder within a Program or Contract file, by selecting and "drag and drop" a file or an entire folder structure, including nested folders and files, to another location (Program or Contract) in one step.		X		
K. FORMS/DOCUMENT	43		eProcurement System shall have the ability to create and maintain multiple folder templates and then apply them all at once or in phases to Programs or Contracts.		X		
K. FORMS/DOCUMENT	44		eProcurement System shall allow users to link one or multiple documents from within eProcurement System documents database.	X			
K. FORMS/DOCUMENT	45		eProcurement System shall have the capability to archive, maintain and retrieve Contract correspondence including letters, emails with attachments, transmittals, memos, etc.	X			
K. FORMS/DOCUMENT	46		eProcurement System shall link related correspondence to individual files or documents within Contractor's proposed eProcurement System documents database.	X			
K. FORMS/DOCUMENT	47		eProcurement System shall have the ability to categorize documents with user-defined fields/metadata, including document types, floor, zone, vendor type, etc.	X			
K. FORMS/DOCUMENT	48		eProcurement System shall have the ability to search on a document that has been assigned user-defined fields/metadata.	X			

EXHIBIT A - SOW, ATTACHMENT 1 - FUNCTIONAL REQUIREMENTS							
				REQUIREMENTS AVAILABILITY			
CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
K. FORMS/DOCUMENT	49		eProcurement System shall search for a keyword in a document name and/or document/file content within eProcurement System documents database and retrieve the file(s).	X			
K. FORMS/DOCUMENT	50		eProcurement System shall create and maintain a Program/Contract Contact Database.	X			
K. FORMS/DOCUMENT	51		eProcurement System shall integrate with Outlook for emailing to users within eProcurement System and to external parties.	X			X
K. FORMS/DOCUMENT	52		eProcurement System shall utilize and integrate Microsoft Mail Merge capabilities for distribution of files and documents.	X			
K. FORMS/DOCUMENT	53		eProcurement System shall have the ability to e-mail an electronic link to a document in the eProcurement System documents database to a user's e-mail account that will allow them to access the file regardless of the file size.	X			
K. FORMS/DOCUMENT	54		eProcurement System shall upload any file or document in the document database, regardless of the file size, to common external on-line cloud storage services, including, BOX, Google Docs, One Drive, etc., from within eProcurement System.	X		X	X
K. FORMS/DOCUMENT	55		eProcurement System shall maintain and track documentation identified as potential claims related/dispute-related documentation in a separate file through resolution.	X			
K. FORMS/DOCUMENT	56		eProcurement System shall have the capability to serve as an electronic repository for all Program/Contract documents and standard forms in electronic format and the physical location of any archived "critical documents" being maintained in a paper media format.	X			
L. SOURCING	1	F-0091	eProcurement System shall have E-Sourcing (complex sourcing, RFX capability);	X			
L. SOURCING	2	F-0092	eProcurement System shall have a universal search of item catalogs both internal to system and punch-out whereby search results are aggregated into a single search result set.	X			
L. SOURCING	3	F-0093	eProcurement System shall integration with procurement market places to request items for ordering	X			X
L. SOURCING	4	F-0094	eProcurement System shall have a shopper like UI\Shopper Amazon like experience for catalogs including pictures/images and catalogs access through punch out; catalogs hosted in the system; The eProcurement System shall support integration with procurement exchanges i.e., GHX Healthcare Exchange.	X			
L. SOURCING	5	F-0095	eProcurement System shall allow County user to have the ability to send an email to vendors meeting multiple criteria's. Examples of combined criteria's include but are not limited to: •LSBE vendors, recently awarded and registered for the requested commodity code •Registered for a commodity code, possess certain certificates, etc. •Current contract vendor, within a required delivery AROs, etc.	X			X
L. SOURCING	6	F-0096	eProcurement System shall have a bulk email function to allow the County to send emails to a selected group of vendors.	X			
L. SOURCING	7	F-0097	eProcurement System shall have a robust search engine that allows requestors to search all vendor offerings. Search results shall have a photo/picture/image of the product results. Examples include but are not limited to: •All contract vendor offerings •Previously awarded products	X			

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				REQUIREMENTS AVAILABILITY			
CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
L. SOURCING	8	F-0098	eProcurement System shall have the ability to connect to cooperatives or other government when searching for offerings (if available)		X		
L. SOURCING	9	F-0099	eProcurement System shall have the ability to search and request participation with other agency procurements with the goal of compiling requirements and leveraging County buying power provided a similar need across multiple agencies.	X			
L. SOURCING	10	F-0100	eProcurement System shall generate a unique and logical identification number for each request. This unique identifier will list all associated documents in a procurement cycle from sourcing to payment.	X			
L. SOURCING	11		eProcurement System shall have an item master of catalog items available on purchase requisitions that includes: <ul style="list-style-type: none"> •Catalog items for supplies, services, equipment •Configurable attributes including on contract and contract number, non-contract, item description, vendor, manufacturer, weight/size/dimensions, unit of measure, price, commodity, assigned financial codes, pictures/images, etc. •Configurable attributes that are Department\Organizational specific and that are exposed on purchase requisitions based on the Department\Organization assigned to a purchase requisition. •Access control to catalog items on purchase requisitions by Department\Organization levels. •Configurable pricing models based on combinations that include Department\Organization, tiered pricing, on contract, non-contract, vendor, manufacturer, weight/size/dimensions, unit of measure, etc. •Ability to batch load catalog items and do batch load updates to existing catalog items. 	X			
L. SOURCING	12		eProcurement System shall have sourcing project management capability for various types of projects (i.e. category level or item level for capital assets, and ISD Central Purchasing level or Department level). The sourcing project management module capability shall include communication with project stakeholders, sourcing and spend analytics, bid and evaluation, timeline management, scope definition, repository for sourcing information and document storage, approval workflow, requisition/PO number/other detail tracking, quote management, implementation planning tools, and project reporting.	X			
L. SOURCING	13		eProcurement System shall allow Department requisitioners to electronically submit requests for Formulation of Agreement/Contract (RFA).	X			
L. SOURCING	14		eProcurement System shall allow access to catalog/items from the catalog items in the requisition module and control access to the catalog items by unit code/cost center that can be independently managed by County Departments.	X			
M. REQUISITION	1	F-0101	eProcurement System shall provide stock status information during the Requisition entry process.	X			
M. REQUISITION	2	F-0012	eProcurement System shall process stock, non-stock, multi-delivery, direct ship, and service requisitions.	X			
M. REQUISITION	3	F-0102	eProcurement System shall allow for automatic assignment of requisitions to Department Buyers, Central Purchasing Buyers, Contract Analysts, Buyer Groups, Contract Analyst groups based on user-defined criteria. The criteria for the assignment should be configurable based on any combination of available attributes on a requisition.	X			X

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CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
M. REQUISITION	3	F-0103	eProcurement System shall have the ability to manually assign requisitions to Department Buyers, Central Purchasing Buyers, Contracts Analysts, Buyer Teams.	X			
M. REQUISITION	4	F-0104	eProcurement System shall the ability to assign more than one analyst to a requisition.	X			
M. REQUISITION	5	F-0105	eProcurement System shall allow requestor to cancel individual line items on a requisition.	X			
M. REQUISITION	6	F-0106	eProcurement System shall the ability to specify that certain required information be entered for certain types of requisitions (e.g., sole-source justification information, fixed asset, specs, staffing plans,) with the help of a software wizard or set up assistant.	X			X
M. REQUISITION	6	F-0107	Requesters; eProcurement System shall support the for requisition documents to not be interdependent on the issuer (person creating the document) and requestor (person requesting the goods and/or services.	X			
M. REQUISITION	7	F-0108	eProcurement System shall be intuitive and provide a clickable list that shows the following information for the requested product when entering the requested commodity code or description. The information should include: <ul style="list-style-type: none">•Previously awarded vendors•PO #•prior documentation submitted based on commodity (SPECs)	X			X
M. REQUISITION	8	F-0109	eProcurement System shall have the ability to support multiple County Acquisition requirements; examples include but are not limited to the following: <ul style="list-style-type: none">•Awards may only be made to registered PPE certified vendors as long as a minimum number of quotes are received and the over PO total does not exceed a stated amount.• Sole Source request over \$5k must automatically be assigned to Central Purchasing.				X
M. REQUISITION	9	F-0110	eProcurement System shall allow RQN creation/submission without tie into encumbrance (Contract solicitation) . Support master agreements that do not have a financial encumbrance.	X			X
M. REQUISITION	9	F-0111	eProcurement System shall allow requisition creation via the system. All requisition shall include the following sections but are not limited to: <ul style="list-style-type: none">•Description of the goods, services, or construction to be procured;•Quantity of the goods, services, or construction to be procured;• Checklist of documents vendors must submit•Attachment of required documents (Specifications, Statement of Work, etc.)• Shipping address• Funding	X			
M. REQUISITION	10	F-0112	eProcurement System shall have the ability to prompt County user shall have to upload multiple supporting documents as part of the request, if needed	X			
M. REQUISITION	11	F-0114	During requisition review, eProcurement System shall have: <ul style="list-style-type: none">•Ability to return forms to the end user and procurement with clarification questions•The dashboard must reflect that the request is currently under end user and procurement review	X			

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CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
M. REQUISITION	12		eProcurement System shall have the ability to configure grouping options for requisition line items based on complex combinations of parameters (e.g. Accounting Codes, Master Agreement Number, Vendor, Vendors, account codes, etc.);	X			X
M. REQUISITION	12		eProcurement System shall have the ability to review requisition line item groupings and auto generate solicitation numbers	X			
M. REQUISITION	13		eProcurement System shall have contract analyst assignment logic configurability for requisitions on conditional requirements including but not limited to service, contract team, commodity, dollar amount, cost center, customer etc.	X			X
M. REQUISITION	14		eProcurement System shall the ability to manually assign requisitions to Contracts Analysts	X			
M. REQUISITION	15		eProcurement System shall have the ability to setup procurement groups of services and control which Departments and or Contracts Teams would have access to award contracts and work orders against the service request. Includes groups of master agreement work orders, and services.	X			
M. REQUISITION	15		eProcurement System shall configure service locations to include cost center, account information, and tax profiles to contract accounting lines.	X			X
M. REQUISITION	16		eProcurement System shall have a pull down menu to select and populate account codes i.e. cost centers can be configured from parameters (e.g., requesting customer dept. accounting codes, organization unit), and, auto inferred on requisition.	X			
M. REQUISITION	17		eProcurement System shall allow users to make minimum revisions to the documents, without having to go through entire approval process.	X			X
M. REQUISITION	17		eProcurement System shall allow users to duplicate service requests and resubmit a new request	X			
M. REQUISITION	18		eProcurement System shall have the ability via configuration to automatically require certain approvals based on predetermined parameters; examples include: <ul style="list-style-type: none"> • Dept: End User's initial request over \$25k requires Section Manager approval • ISD: Sole source requires Division Manager approval • Grant funded purchases will require additional approval from Dept Grant specialist" 	X			
M. REQUISITION	19		eProcurement System shall have the ability for users to email and portal message owners of actionable items for status update.	X			X
M. REQUISITION	20		eProcurement System shall provide the ability to establish a repository of requisition SOW templates for frequently requested services.	X			
M. REQUISITION	20		eProcurement System shall have a universal search of services requested via key word queries both internal to system and punch-out whereby search results are aggregated into a single search result set.	X			
M. REQUISITION	21		eProcurement System shall be able to create service catalogs for quick ordering	X			

EXHIBIT A - SOW, ATTACHMENT 1 - FUNCTIONAL REQUIREMENTS							
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CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
M. REQUISITION	22		eProcurement System shall be able to receive external requisitions (i.e., requisitions created in ancillary systems) and interface them into the eProcurement System requisition module. Examples of external requisitions would be from the Electronic Medical Record (EHR) Cerner system with surgery inventory replenishment; Low-Unit-of-Measure (LUM) system replenishment (this is a system where items are individually scanned in various hospital supply areas daily); automated cabinet replenishment that may use weight or RFID technology to identify what has been used and what needs to be replenished; and an external inventory management system.	X			
M. REQUISITION	23		eProcurement System shall have the ability to limit the vendors available for requisitioning at the County Department level (i.e., a vendor is active in the eProcurement System but would not viewable/selectable in the requisition module).	X			X
M. REQUISITION	24		eProcurement System shall support pictures/images in the requisition module. Must be able to have pictures/images stored within the eProcurement System for the catalogs/item master system/functionality that is part of the eProcurement System; and must be able to upload or link to pictures/images stored in an external Item Master system.	X			
M. REQUISITION	25		eProcurement System shall support being able to connect to medical surgery supply distributor or other vendor via an API to import stock availability, sku data, substitute items, recalled, or pictures/images.	X			X
N. SOLICITATION	1	F-0115	eProcurement System shall have the ability to support multiple solicitation documents (RFX).[Solicitation capabilities should be able to exist at the ISD Central Purchasing level and Department level (under delegated authority, Contracts and Grants, etc.)) Examples include but are not limited to: •RFB (Request for bid) •RFP (Request for proposal) •RFQ (Request for quote) •RFI (Request for information)	X			
N. SOLICITATION	2	F-0116	Solicitation (RFX) creation shall all be completed via the eProcurement System. All solicitations shall include the following sections but are not limited to: •Description of the goods, services, or construction to be procured; •Quantity of the goods, services, or construction to be procured; •Terms and Conditions •Solicitation due date •Checklist of documents vendors must submit •Minimum mandatory requirements •Attachment of required documents (Specifications, Statement of Work, etc.) •Evaluation weights or scoring	X			X

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CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
N. SOLICITATION	3	F-0117	eProcurement System shall be intuitive and provide a clickable list that shows the following information for the requested product: <ul style="list-style-type: none"> •Previously awarded vendors •PO # •Offer suggestions of previously used Terms and Conditions based on commodity •Have a link for prior documentation submitted based on commodity (SPECs) 	X			X
N. SOLICITATION	4	F-0118	eProcurement System shall have the ability for vendors to submit questions and for the County to provide answers through the system.	X			
N. SOLICITATION	5	F-0119	eProcurement System shall have a dedicated re-solicitation button that will copy all information to a new solicitation number. eProcurement System shall automatically indicate the reason for the re-solicitation based on a predetermined list.	X			
N. SOLICITATION	6	F-0120	eProcurement System shall have be intuitive and provide a clickable list that shows the following information for the requested product: <ul style="list-style-type: none"> •Vendor notification page - offer suggestions of previously awarded vendors for notification terms and conditions - offer suggestions of previously used Terms and Conditions based on commodity •Additional documentation - Have a link for prior documentation submitted based on item being purchased (SPECs) 	X			
N. SOLICITATION	7	F-0121	eProcurement System shall have the configurability to add timeline / milestone dates. Examples include <ul style="list-style-type: none"> • Questions due date to allow the County sufficient time to review inquiry and respond • Jobwalk dates and link • Mandatory bidders conference/link 	X			X
N. SOLICITATION	8	F-0122	eProcurement System shall have the ability to restrict solicitation responses if needed. Examples include but are not limited to the following: <ul style="list-style-type: none"> •Sole Source •Vendors with required certifications 	X			
N. SOLICITATION	9	F-0123	eProcurement System shall be able to accommodate all solicitation documents formats (pdf, excel, word.) and shall have no size limitations on attachments	X			
N. SOLICITATION	10	F-0124	eProcurement System shall allow solicitations for master agreements for services that remain continuously open whereby vendors continuously respond and be awarded.	X			
N. SOLICITATION	11	F-0125	eProcurement System shall capture all communications regarding the solicitation. Vendor question and answers shall all be addressed in the system. User shall have the option to add a question not received through the system.	X			
N. SOLICITATION	12	F-0126	eProcurement System shall publish/post the solicitation online on the County's website	X			X
N. SOLICITATION	13	F-0127	eProcurement System shall send notifications to all vendors on the selected bidder list when a solicitation is published and released. eProcurement system shall send notification to buyer when the referenced vendor is not on the selected bidder list and allows the buyer to manually send the solicitation to the referenced vendor.	X			

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CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
N. SOLICITATION	14	F-0128	eProcurement System shall require vendors to acknowledge all addenda prior to submitting a solicitation response.	X			
N. SOLICITATION	15	F-0129	eProcurement System shall have the ability to keep track of the vendors viewing/downloading the solicitation documents. Track Vendor solicitation visits.	X			
N. SOLICITATION	16	F-0130	eProcurement System shall keep track in the system when a vendor user acknowledges receipt of the solicitation notification.	X			
N. SOLICITATION	17	F-0131	eProcurement System shall maintain all versions of the solicitation documents, amendments, question and answers, etc.	X			
N. SOLICITATION	18		eProcurement System shall have the ability to track vendor screening throughout the screening process; and ability to manage Business Associate Agreement including negotiation tracking/status updates and load/serve as a repository for finalized/signed agreements.	X			
N. SOLICITATION	18	F-0132	eProcurement System shall allow vendor to make revisions to submitted solicitation prior to the solicitation due date.	X			
N. SOLICITATION	19		eProcurement System shall have the ability to load vendor pre-negotiated terms and condition with the County; and to have the ability to flag vendors for Departments to easily identify that the terms and conditions have been pre-negotiated.	X			X
N. SOLICITATION	19	F-0133	eProcurement System shall automatically date and time stamp RFXs upon vendor submission.	X			
N. SOLICITATION	20	F-0134	eProcurement System shall track each solicitation response, including "No Bid" responses.	X			
N. SOLICITATION	21		eProcurement System shall have solicitation design and development option.	X			
N. SOLICITATION	22		eProcurement System shall have RFI release and response tracking.	X			
N. SOLICITATION	23		eProcurement System shall be intuitive and provide a clickable list that shows the following information for the requested product: <ul style="list-style-type: none"> •Vendor notification page - offer suggestions of previously awarded vendors for notification terms and conditions - offer suggestions of previously used Terms and Conditions based on commodity •Additional documentation - Have a link for prior documentation submitted based on item being purchased (SPECs) The eProcurement System shall have the configurability to add timeline / milestone dates. Examples include <ul style="list-style-type: none"> • Questions due date to allow the County sufficient time to review inquiry and respond • Jobwalk dates and link • Mandatory bidders conference/link 	X			X
N. SOLICITATION	24		eProcurement System shall have the ability to restrict solicitation responses if needed.	X			
N. SOLICITATION	25		eProcurement System shall provide a web link to a public web site for vendors to access Solicitation information.	X			
N. SOLICITATION	26		eProcurement System shall route Solicitation opportunities or notices to Vendors in Vendor Contact Database via email, fax, or both based on SIC codes, IRS Tax ID No., EIN, Federal Tax ID No., CSI codes, and/or NAICS codes.	X			

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CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
N. SOLICITATION	27		eProcurement System shall route updated or amended Solicitation documentation or notices to Vendors in Vendor Contact Database via email, fax, or both.	X			
N. SOLICITATION	28		eProcurement System shall have the ability to allow an approved County employee to enter the required Solicitation information from a traditional, hardcopy sealed Solicitation into eProcurement System on behalf of the Vendor.	X			
N. SOLICITATION	29		eProcurement System shall have the capability to email Solicitation opportunities, notices and/or Contract information to one or multiple contacts.	X			
N. SOLICITATION	30		eProcurement System shall have the capability to scan hardcopy Solicitation Form into eProcurement System and extract relevant information.		X		
O. EVALUATION	1	F-0135	eProcurement System shall allow for a customizable vendor response evaluation: Examples include but are not limited to: <ul style="list-style-type: none"> •ability to revise quantity •create report showing multiple awards options •revise information presented on bid tabulation 	X			X
O. EVALUATION	2	F-0136	eProcurement System shall have the ability to automatically calculate discounts offered and include in the scoring and rating calculations. County user shall have the authority to set predetermined parameters.	X			X
O. EVALUATION	3	F-0138	eProcurement System shall automatically incorporate vendor's registered Preference Program Enterprises (LSBE, DVBE, etc.) status to solicitation response. County user shall have the authority to set predetermined parameters or remove the preference if needed.	X			
O. EVALUATION	4	F-0139	eProcurement System shall have a "verify" link next to vendor submitted certifications or licenses. Example include but are not limited to: <ul style="list-style-type: none"> • Solicitations that have a DMV dealer's license requirement shall have a 'verify' link that automatically connects to the DMV • Solicitations that are federally funded shall have a 'verify' link that automatically connects to the SAM.Gov 	X			X
O. EVALUATION	5	F-0140	eProcurement System shall create a bid tabulation for all the responses received. Bid tabulation format shall include the following, but not limited to <ul style="list-style-type: none"> • Ranked and sorted by the lowest grand total price • Ranked and sorted based on low for each line item (if multiple items are being solicited) • Ranked based on group awards • Rank based on evaluator scoring results for solicitations based on criteria other than price • Shall highlight exceptions submitted by the vendor on any part of the solicitation 	X			
O. EVALUATION	6	F-0141	eProcurement System shall allow for multiple rounds of evaluation for a single solicitation, if needed.	X			
O. EVALUATION	7	F-0142	eProcurement System shall highlight exceptions submitted by the vendor to the specifications or terms and conditions.	X			
O. EVALUATION	8	F-0144	eProcurement System shall allow evaluation documents to be exported to multiple format (pdf, excel, word, etc.)	X			

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CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
O. EVALUATION	9	F-0145	eProcurement System shall automatically indicate the vendor's performance rating on the evaluation document.	X			
O. EVALUATION	10	F-0146	eProcurement System shall require additional approval for certain awards.	X			X
O. EVALUATION	11	F-0147	eProcurement System shall allow County user to assign evaluators to a solicitation.	X			
O. EVALUATION	12	F-0148	eProcurement System shall allow County users to have the authority to give evaluators access or restrict access to the solicitation document, the evaluation criteria, and copies of vendor proposals; as necessary. • County user shall have the ability to allow evaluation committee to view and score technical proposals only. • County user shall have the ability to allow evaluation committee to view and score price proposals only after technical proposal evaluation is closed.	X			
O. EVALUATION	13	F-0149	eProcurement System shall be able to create and host an editable matrix allowing multiple users to interact with the scoring criteria, percentages and notes, as well as score in multiple phases if necessary	X			
O. EVALUATION	14	F-0150	eProcurement System shall allow evaluators to add comments and redline to evaluations and upload support documents if necessary.	X			
O. EVALUATION	15	F-0151	eProcurement System shall allow system user to overwrite scoring for solicitations based on evaluation scores (if needed) but will prompt justification.	X			
O. EVALUATION	16	F-0152	eProcurement System shall allow system user to set due dates or change due dates for evaluator scoring responses. This shall apply for all RFx.	X			
O. EVALUATION	17	F-0153	eProcurement System shall have the ability evaluate a solicitation based on criteria other than price. eProcurement System shall recognize awards not primarily based on pricing and automatically score proposals based on weights on categories indicated on the solicitation.	X			X
O. EVALUATION	18	F-0154	eProcurement System shall have a dedicated button for re-solicitation. When selected, eProcurement System shall automatically infer all information from the prior solicitation to a new solicitation number. County shall have the ability to review/update the new solicitation.	X			
O. EVALUATION	19	F-0155	eProcurement System shall automatically post online if solicitation is being cancelled.	X			
O. EVALUATION	20		eProcurement System shall automatically incorporate vendor's registered Preference Program Enterprises (LSBE, DVBE, etc.) status to solicitation response. County user shall have the authority to set predetermined parameters or remove the preference if needed.	X			X
P. AWARD	1	F-0156	eProcurement System shall process the following types of purchases in accordance with County policy:	X			
P. AWARD	2	F-0157	Commodities and services under County contract/agreement	X			
P. AWARD	3	F-0158	Competitive sealed proposals	X			
P. AWARD	4	F-0159	Small purchases (any procurement not included on County contract and not exceeding the threshold amount as defined by the County's Purchasing policy)	X			
P. AWARD	5	F-0160	Proprietary or sole source procurements	X			
P. AWARD	6	F-0161	Competitive sealed bidding	X			
P. AWARD	7	F-0162	Multiple award contracts; Price agreement contract and orders	X			
P. AWARD	8	F-0163	Supplies purchased through "central stores" / central warehouse / distribution center	X			

EXHIBIT A - SOW, ATTACHMENT 1 - FUNCTIONAL REQUIREMENTS							
				REQUIREMENTS AVAILABILITY			
CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
P. AWARD	9	F-0164	Professional and consulting services contracts	X			
P. AWARD	10	F-0165	P-Card purchases	X			
P. AWARD	11	F-0166	eProcurement System shall have the ability to process requisition line items to multiple purchase orders and different vendors.	X			
P. AWARD	12	F-0167	eProcurement System shall not allow the balance on an existing purchase order to be reduced to an amount that is lower than the established expenditure accrual for the purchase order.	X			
P. AWARD	13	F-0168	eProcurement System shall support the recording of multiple quotes for purchase order line items. The quotes will include vendor (from system database), list price, unit price, tax, delivery days, vendor certification status, no quote option.	X			
P. AWARD	14	F-0169	eProcurement System shall support the purchase methods for Cost Plus percentage and Cost Plus amount. The eProcurement System shall support this method throughout the procurement cycle on solicitations, solicitation responses, evaluation, award, receiver, invoice, and payment matching.	X			X
P. AWARD	15	F-0170	eProcurement System shall capture reason for selecting awarded vendor. Reasons shall be predetermined with an option for additional justification if needed. Reasons may include the following, but are not limited to: <ul style="list-style-type: none"> • awarded to lowest most responsive and responsible bidder • awarded to vendor who met delivery requirement • awarded to lowest ranked vendor from evaluation criteria not based on pricing. 	X			
P. AWARD	16	F-0171	eProcurement System shall have the ability to record multiple awards for single solicitations.	X			
P. AWARD	17	F-0172	eProcurement System shall require the selection of a potential awardee after all evaluations have been submitted and finalized.	X			
P. AWARD	18	F-0173	eProcurement System shall post the award online. Bid tabulation information shall include but are not limited to the following: <ul style="list-style-type: none"> • Awarded vendor • Dollar amount of award • Description of awarded product/services • Quantity of awarded products/services • Bid tabulation listing responses • Reason for vendor selection • Reason for vendor rejection 	X			X
P. AWARD	19	F-0174	eProcurement System shall compile the award documents for the purchase order. Documents include but are not limited to the following: <ul style="list-style-type: none"> -Awarded vendor completed documents (Signed solicitation documents, specifications, catalogs, etc.) -Licenses -Certificate of Insurance 	X			
P. AWARD	20	F-0176	eProcurement System shall automatically forward a copy of the signed purchase order to the vendor and requestor.	X			

EXHIBIT A - SOW, ATTACHMENT 1 - FUNCTIONAL REQUIREMENTS							
				REQUIREMENTS AVAILABILITY			
CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
P. AWARD	21	F-0175	eProcurement System shall automatically infer certain information from the Requisitions. Information include but are not limited to: <ul style="list-style-type: none">• funding information• object code• function code• shipping information	X			
P. AWARD	22	F-0177	eProcurement System shall require additional approval for certain awards according to predetermined requirements.	X			X
Q. CONTRACT MANAGEMENT	1	F-0178	eProcurement System shall have Contract Management (contract authoring and version comparison); includes work order solicitations from established master agreements.	X			
Q. CONTRACT MANAGEMENT	2	F-0179	eProcurement System shall have Master Agreements - Commodities and Services	X			
Q. CONTRACT MANAGEMENT	3	F-0180	eProcurement System shall support master agreements for commodities and services; one option to control purchase orders that reference master agreements will be the effective dates on master agreements. Effective dates on master agreements will be configured at the master agreement level; and, the master agreement commodity level.	X			
Q. CONTRACT MANAGEMENT	4	F-0181	eProcurement System shall support master agreements for commodities and services; purchase orders that reference master agreements will be controlled and limited by configuring combination of Department, Unit, and Order Dollar Limit, Overall Order aggregate.	X			
Q. CONTRACT MANAGEMENT	5	F-0182	For purchase orders that reference master agreements, the eProcurement System shall infer the vendor contact and vendor address from the referenced master agreement; however includes the ability to change the vendor contact and vendor address to an alternate vendor contact and vendor address that exist in the system for the vendor.	X			
Q. CONTRACT MANAGEMENT	6	F-0183	eProcurement System shall compile the award documents for the contract. Documents include but are not limited to the following: <ul style="list-style-type: none">• Request for formulation of agreement (RFA)• Evaluation documents• Awarded vendor completed documents (Signed solicitation documents, specifications, catalogs, etc.)• Licenses• Certificate of Insurance	X			
Q. CONTRACT MANAGEMENT	7	F-0184	eProcurement System shall have multiple spend control options, which includes but are not limited to the following: <ul style="list-style-type: none">• purchase order not to exceed limits• service line spend not to exceed \$200k	X			

EXHIBIT A - SOW, ATTACHMENT 1 - FUNCTIONAL REQUIREMENTS							
				REQUIREMENTS AVAILABILITY			
CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
Q. CONTRACT MANAGEMENT	8	F-0185	eProcurement System shall have the ability to process all contract revisions. Revisions include but are not limited to the following: -Extensions -price increase negotiations -catalog updates	X			
Q. CONTRACT MANAGEMENT	9		eProcurement System shall provide Contract Managers the ability to create and manage project plans, create, define scope, schedule, and manage multiple Programs/Contracts with multiple Contracts concurrently.	X			
Q. CONTRACT MANAGEMENT	10		eProcurement System shall group and report on Contracts by Department, Division (within a Department), Section (within a Division), Unit (within a Section), individual PM, phase, region, Program, status, BOS District, or other client defined criteria.	X			X
Q. CONTRACT MANAGEMENT	11		eProcurement System shall have the ability to concurrently create and manage multi-department and multi-region Contracts.	X			
Q. CONTRACT MANAGEMENT	12		eProcurement System shall have the capability to limit access or input to Contracts by user role or to specific user(s).	X			
Q. CONTRACT MANAGEMENT	13						

EXHIBIT A - SOW, ATTACHMENT 1 - FUNCTIONAL REQUIREMENTS							
				REQUIREMENTS AVAILABILITY			
CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
Q. CONTRACT MANAGEMENT	14		eProcurement System shall provide Contract Managers the ability to control and manage all aspects of Contracts modules and files from beginning to end, including: <ul style="list-style-type: none">•Project timelines•Planning, Budgeting & Forecasting•Contract Design and Development•Tracking of included contract provisions/terms and conditions•notices to unsuccessful bidders Notice(s)-to-Proceed.•Meeting coordination: scheduling and meeting minute recording and distribution.•Contract award, execution and electronic delivery to contractor•Daily activity log creation, updating and review.•Contract progress scheduling and tracking (Master schedule vs. 2-week look-ahead from Vendor.)•Upload and compliance tracking of Vendor insurance certificates and other certification documents•Change management, (i.e., changes in Contract, amendments, change orders, change notices, cost or duration, notice to proceed orders, delay tracking).•Payment / invoice processing.•Tracking payments against approved Contract amounts.•Contract closeout, including:<ul style="list-style-type: none">•Final Payments•Fund de-encumbering.•Claims resolution.•Submittal tracking and approval.•Final Acceptance•Notice to Contractor•Modifications to Plans (Addendum/Plan Revisions/punch lists)•Material / BOM Lists•Inspection Notices.•Stop Notices.•Liquidated damages and tracking of survival clauses	X			X
Q. CONTRACT MANAGEMENT	15		eProcurement System shall allow contract templates and listing of contract provisions, forms and exhibits to be applied to existing and/or new Contracts for: <ul style="list-style-type: none">•Contract costs (Actual vs. Project Budget).•Contract documents/documentation.•Contract schedules (Master vs. two week lookahead).	X			

EXHIBIT A - SOW, ATTACHMENT 1 - FUNCTIONAL REQUIREMENTS							
				REQUIREMENTS AVAILABILITY			
CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
Q. CONTRACT MANAGEMENT	16		eProcurement System shall provide Contract Managers the ability to design processes and create/edit templates to help manage and structure: <ul style="list-style-type: none">•Contract planning.•Contract Monitoring•Contract budgeting.•Contract scheduling and tracking (Master vs. two week look-ahead and Vendor's Schedule).	X			
Q. CONTRACT MANAGEMENT	17		eProcurement System shall have Contract Contracting mechanism(s) including: contracts, MAs, SAs, PPAs, WOs, Design Build, Design-Solicitation-Build, Lease-Leaseback, JOC, Proceed Order, Task Order, etc.	X			X
Q. CONTRACT MANAGEMENT	18		eProcurement System shall have Contract filing and documentation reflecting County's preferred filing and database structure, including: <ul style="list-style-type: none">•Contract Repository•Contract documents, including forms, agreements, drawings and specifications – repository•Contract submittals, including, RFIs, Change Order/Amendment•Proposals, product data sheets, shop drawings, ASIs, Proceed Orders, payment applications, claims, schedules, etc.•Contract meetings, progress meeting and coordination meeting minutes.•Contract correspondence, including, letters, email, stop payment notices, Contract permits/approvals, RFIs, etc.•Contract reports and presentations.•Regulatory Jurisdictions/Unions Affiliated with contracted service/s•Environmental Impacts- CEQA	X			
Q. CONTRACT MANAGEMENT	19		eProcurement System shall provide Contract Managers the ability to track and adjust Contract scope, schedules, budgets, expenditures and resource use, Change Order/Amendments, Proceed Orders, etc.	X			
Q. CONTRACT MANAGEMENT	20		eProcurement System shall provide Contract Managers the ability to duplicate contracts, input manually, or retrieve from eProcurement System database where possible, and track data and information for their Contracts and Subcontracts, including: <ul style="list-style-type: none">•Contract/sub-Contract Name.•Contract/sub-Contract codes, i.e. CP No., Fund Code, etc.•Sponsoring County Department or County associated organization, SD•Contract/sub-Contract Total Contract Cost Estimate/Total Contract Budget.•Contract/sub-Contract costs, including Change Order/Amendments and Proceed Orders, hard vs. soft costs, County costs vs. third party costs.•Contract/sub-Contract start and completion scheduling.•CP No.•Contract No.•Funding Code/Encumbrance Number/s•All Subcontracts issued against the Contract (i.e. Construction A&E).	X			

EXHIBIT A - SOW, ATTACHMENT 1 - FUNCTIONAL REQUIREMENTS							
				REQUIREMENTS AVAILABILITY			
CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
Q. CONTRACT MANAGEMENT	21		eProcurement System shall support: Contract/sub-Contract pre- activities and tracking including: •Special Site Studies (including, site feasibility survey, HAZMAT, property surveys, Mitigated Negative Declaration , CEQA, etc.), Design (including, planning, Programming, permitting, etc.). •Solicitation Reviews – internal to the County and external to the County with the ability to red-line •Support various solicitation types (e.g. RFSQ, IFB, RFP) •Solicitation package generation, distribution and approval. •Solicitation advertisement posting •Vendor Submittals and responses. •Solicitation opening and evaluations by multiple specified parties. •Vendor selection, notifications, Notice to Vendors •Vendor negotiation(s). •BOS Letter and package preparation. •BOS Contract/Contract Approvals. •Contract Distribution and capabilities to Send for signatures •Contract Pre- submittals, including schedule, insurance, certifications, bonds, schedule of submittals, etc. •Amendments/Change Orders	X			
Q. CONTRACT MANAGEMENT	22		eProcurement System shall create and maintain Contract/sub-Contract specific directories with contact information for the prime/general Vendor and all subcontractors, and other third party contacts including, but not limited to: •Vendor Name. •Vendor Address/Location (street name, unit/suite no., city, state, zip code). •Primary contact information, including company, trade, first name, last name, cell phone no., office no., email address, County Vendor No., Business ID No., etc. •State qualification(s)/licenses held (California State License Board No.). •Vendor certifications •County Vendor No. •Business License ID No. and Tax IT No. •Provide a method for documenting project schedules and solicitation/contract timelines	X			

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				REQUIREMENTS AVAILABILITY			
CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
Q. CONTRACT MANAGEMENT	23		eProcurement System shall provide the capability to: <ul style="list-style-type: none">•Access and utilize contract files for real-time collaboration in solving and resolving issues, including solicitation Questions and answers, RFI questions and answers, contract non-compliance/ deficiencies, drawings, etc.•Link RFI, Change Order/Amendment, and Proceed Order questions directly to the relevant area on solicitation document•Enter solicitation, RFI, Change Order/Amendment, and Proceed Order Q&A responses and link with the relevant area in the corresponding document•Read and view PDFs, Excel and CAD files (AutoCAD and embedded files, and output or print AutoCAD drawing sheets to a printer/plotter or as PDF format files for a drawing sheet or snapshot of a portion of the drawing sheet.•Read and view standard file types, and output an image/snapshot of the model view to a printer/plotter or as PDF format files.•View, navigate, and revise contract files from within the proposed eProcurement System.	X			
Q. CONTRACT MANAGEMENT	24		eProcurement System shall have the capabilities for tracking: <ul style="list-style-type: none">•RFIs.•Contract Submittals•Contract schedules•BOMs•progress schedules (e.g. Construction)•Requests for proposals.•Change order / Amendments and corresponding bids/ proposals for such•Payment applications, invoices and processing.•Total contract expenditures	X			
Q. CONTRACT MANAGEMENT	25		eProcurement System shall track Contract closeout: <ul style="list-style-type: none">•Scope completion.•Punch list generation, distribution and updating.	X			

EXHIBIT A - SOW, ATTACHMENT 1 - FUNCTIONAL REQUIREMENTS							
				REQUIREMENTS AVAILABILITY			
CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
Q. CONTRACT MANAGEMENT	26		eProcurement System shall track Receipt of: <ul style="list-style-type: none">•Vendor As-Builts/Redlines.•Record Drawings.•Maintenance, Transition Documents, Training, and Operations Manuals.•Fully executed manufacturers Warranties.•Spares Equipment/Materials•vendor warranty photos and tags•Release of Retention payment information•Contract closeout of all Contract related Proceed Orders, task orders, design services agreements, testing lab Contracts, material tickets, etc.•Inspection approvals.•photos.•Completion/correction lists.	X			
Q. CONTRACT MANAGEMENT	27		eProcurement System shall Track and document all change management impacts including: <ul style="list-style-type: none">•Contract cost changes, including Change Order/Amendments, credits, assessments, etc., linked to backup documentation, including signed daily T&M sheets, receipts, equipment rental/use logs, material BOMs, etc.•Contract scope changes linked to backup documentation, including plan sheets, cost proposals, Change Order/Amendments, Proceed Orders, etc.•Contract duration changes linked to time impact analysis or schedule•Schedule changes.•Cost changes.•Preventative Maintenance Schedules	X			
Q. CONTRACT MANAGEMENT	28		eProcurement System shall list the amounts of individual approved (and also potential) Change Order/Amendments	X			

EXHIBIT A - SOW, ATTACHMENT 1 - FUNCTIONAL REQUIREMENTS							
				REQUIREMENTS AVAILABILITY			
CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
Q. CONTRACT MANAGEMENT	29		<p>eProcurement System shall support Risk Management processes and provide templates to:</p> <ul style="list-style-type: none"> •Assess potential risks, i.e., job hazard analysis. •Document and track Vendor Notice(s) of •Issue(s), including delay, disruption, interference, hindrance, weather, vendor/material delay, Vendor vs. County delays, etc., from start of issue to end/resolution of issue. •Track Notice of Issue items on related or subsequent activities. •Track outstanding potential Change Order/Amendments as risk issues, including budget impacts, schedule impacts, resource impacts, substantial completion impacts, etc. •Track unilateral or partially resolved potential •Change Order/Amendments and Proceed Orders as risk issues. •Track and report on invoice paid/unpaid dollar amounts. •Notify Contract Managers of key dates for required actions to mitigate or resolve upcoming/pending risk related issues. 	X			
Q. CONTRACT MANAGEMENT	30		eProcurement System shall track and manage the application and/or release of withholds and assessments, including retention, stop payments, Contractually allowed payments pending, non-compliant/ incomplete work, defective materials, credit Change Order/Amendments, etc.	X			X
Q. CONTRACT MANAGEMENT	31		eProcurement System shall provide two-way upload/download of Submittals and contract documents	X			
Q. CONTRACT MANAGEMENT	32		<p>eProcurement System shall provide:</p> <ul style="list-style-type: none"> •Submittal viewing permissions tailored to roles, i.e. Vendor and Contract Manager •Create and maintain Contract/Subcontract specifics with contact information including, but not limited to: •Vendor/s (and Subcontractor/s) Name. •Address/Location (street name, unit/suite no., city, state, zip code). •Primary contact information , including company, trade, first name, last name, cell phone no., office no., email address, etc. •State qualification(s)/licenses held (California State License Board No.) and insurance and certifications 	X			
Q. CONTRACT MANAGEMENT	33		eProcurement System shall generate or customize County Solicitation documents utilizing Microsoft Word or by importing Microsoft Word files, including RFP, IFBs, RFSQs, JOC Contracts, specifications, etc.	X			
Q. CONTRACT MANAGEMENT	34		eProcurement System shall generate County standard or customized Contract templates utilizing Microsoft Word or by importing Microsoft Word files, or Microsoft Excel files where applicable.	X			
Q. CONTRACT MANAGEMENT	35		eProcurement System shall allow collaboration between PM and Contract Administrator during development of Contract/Proceed Order Solicitation packages, including shared online editable documents.	X			

EXHIBIT A - SOW, ATTACHMENT 1 - FUNCTIONAL REQUIREMENTS							
				REQUIREMENTS AVAILABILITY			
CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
Q. CONTRACT MANAGEMENT	36		eProcurement System shall restrict access to change and manage Solicitations and/or Contracts through defined access requirements or customized roles, including: <ul style="list-style-type: none">• Read only access.• Executing Change Orders/Amendments/Change Notices.• Updating Contract values to reflect approved Change Orders/Amendments/Change Notices.• Specified access for editing.• Manage/track contract changes	X			
Q. CONTRACT MANAGEMENT	37		eProcurement System shall have the capability to manage individual Contracts that may provide services to, and charge against, multiple unrelated Contracts, by being able to extract information related to individual Contract no.	X			
Q. CONTRACT MANAGEMENT	38		eProcurement System shall have the capability to manage and track Contracting and procurement functions, including: <ul style="list-style-type: none">•Proposals received (date/time stamped)•Notice to Proceed Orders.•Creation and approval of Task Orders/Work Orders/ Subordinate Agreements/POs•Change Order/Amendments/Change Notices/Work Orders.•Change Order/Amendments/Change Notices/Work Orders Requests	X			
Q. CONTRACT MANAGEMENT	39		eProcurement System shall have the capability to procure and administer various types of Contracts, including: <ul style="list-style-type: none">• Lump Sum /Fixed Fee Contracts• Not-to-Exceed.• Design-Build.• Joint Use Agreements/MOUs• Work Orders• Subordinate Agreements• Contract• Leases• Master Agreements• Time & Material Contracts	X			
Q. CONTRACT MANAGEMENT	40		eProcurement System shall provide secure, internet/web-based access to proposers without eProcurement System licenses to view Contract Solicitation packages and information, including scope, supporting documents, key dates/times, etc.	X			
Q. CONTRACT MANAGEMENT	41		eProcurement System shall have the capability to manage and track Solicitations and proposals, with time/date stamp of submittal date.	X			

EXHIBIT A - SOW, ATTACHMENT 1 - FUNCTIONAL REQUIREMENTS							
				REQUIREMENTS AVAILABILITY			
CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
Q. CONTRACT MANAGEMENT	42		eProcurement System shall have the capability to request, manage, track and receive vendor/proposal required solicitation forms (e.g. not limited to: BUSINESS FORMS 1 Proposer’s Organization Questionnaire/Affidavit and CBE Information 2 Prospective Bidder References 3 Prospective Bidder List of Contracts 4 Prospective Bidder List of Terminated Contracts 5 Certification of No Conflict of Interest 6 Familiarity with the County Lobbyist Ordinance Certification 7 Request for Preference Program Consideration 8 Proposer’s EEO Certification 9 Attestation of Willingness to Consider GAIN/GROW Participants 10 Vendor Employee Jury Service Program Certification Form and Application for Exception And: COST FORMS LIVING WAGE FORMS CERTIFICATION FORMS ADDITIONAL FORMS	X			
Q. CONTRACT MANAGEMENT	43		eProcurement System shall support the procurement of any Contract deliverable/requirement, including services, special studies, construction, IT services, consulting services, etc.	X			
Q. CONTRACT MANAGEMENT	44		eProcurement System shall support proposal and Solicitation request documentation and activities, including: •Enter County's independent estimates for comparing with submitted Solicitations. •Proposal/Solicitation document preparation and distribution with version control and red-line capability. •Public Notice Posting •Proposers’/Bidders Conferences, Job walks , kick off meeting scheduling and coordination. •Pre-Solicitation RFIs and Addenda responses. •Solicitation Opening and Release	X			
Q. CONTRACT MANAGEMENT	45		eProcurement System shall support Generation of Solicitation Evaluation Sheets - including calculation of percent of score, total score, variance of scores between low, high and median, etc.	X			

EXHIBIT A - SOW, ATTACHMENT 1 - FUNCTIONAL REQUIREMENTS							
				REQUIREMENTS AVAILABILITY			
CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
Q. CONTRACT MANAGEMENT	46		eProcurement System shall support solicitation award activities and notifications, including: <ul style="list-style-type: none">•Intent to Award.•Notice of Award and notice to unsuccessful bidders/proposers•Contract execution/award•Pre- document submittals, including:•SWPPP and grading clearances.•Schedule of Values.•Schedule of Submittal.•Preliminary Construction Schedule.•Bidder/consultant proof of insurance, bonding and licensing renewal dates.•Bidder's Schedule of Values.•Baseline Schedule.•Submittal Schedule.	X			X
Q. CONTRACT MANAGEMENT	47		eProcurement System shall support creating and/or amending POs or task orders with account code strings that allow linking of the transactions to Contract Contracts, including: <ul style="list-style-type: none">•Link Contracts to multiple POs/Task Orders.•Link POs/Task Orders to multiple Contracts or Contracts.•Generate new or amended POs/Task Orders within a Contract.	X			
Q. CONTRACT MANAGEMENT	48		eProcurement System shall create, and quickly access, real-time status summaries and detailed transaction histories of any Contract including the ability to “drill down” into historic data and track “burn rates”.	X			
Q. CONTRACT MANAGEMENT	49		eProcurement System shall have the capability to manage and track Contracts, Proceed Orders and task orders, including use and approval of Contract allowances/Contract contingencies, pending/proposed changes, Contract payments, Contract/PO balances, etc.	X			
Q. CONTRACT MANAGEMENT	50		eProcurement System shall support both private (restricted/invited Vendors), public (unrestricted/open) and specific Contract license/certification restrictions.	X			
Q. CONTRACT MANAGEMENT	51		eProcurement System shall provide a central database where all vendor and consultant contact and profile information can be input, stored and retrieved, including insurance information, Contract award status, pre-qualification, performance ratings/evaluations, Solicitation history, SBE, DVBE, etc.	X			
Q. CONTRACT MANAGEMENT	52		eProcurement System shall have the ability to retrieve information on any Contract or Proceed Order by Contract or company in Vendor Contract Database for review, its status, Contract amount, remaining balance, duration, completion date, invoice details, etc.	X			
Q. CONTRACT MANAGEMENT	53		eProcurement System shall support multiple Contract types, including Master Agreements, contracts, work orders, Design-Build contracts, Job Order Contracts (JOC), etc.	X			
Q. CONTRACT MANAGEMENT	54		eProcurement System shall have the ability to “merge” Contract data into Microsoft Word to generate custom Contracts.	X			
Q. CONTRACT MANAGEMENT	55		eProcurement System shall manage Contract changes per user defined Forms and Workflow.	X			

EXHIBIT A - SOW, ATTACHMENT 1 - FUNCTIONAL REQUIREMENTS							
				REQUIREMENTS AVAILABILITY			
CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
Q. CONTRACT MANAGEMENT	56		eProcurement System shall manage, track and identify the source of funds that are disbursed across multiple Programs and contracts.	X			X
Q. CONTRACT MANAGEMENT	57		eProcurement System shall track and report encumbrances by: <ul style="list-style-type: none"> • Contract. • Fund source/encumbrance number • Specific use funds by source across multiple Contracts. • Contract type, including lump sum, lease leaseback, design build, Proceed Order, professional services agreements, JOC, etc. • CP No., Contract No., solicitation number 	X			X
Q. CONTRACT MANAGEMENT	58		eProcurement System shall provide controls that prevent commitments from exceeding budgets on a line item level or aggregate level.	X			
Q. CONTRACT MANAGEMENT	59		eProcurement System shall have the ability to receive, load via interface, and manage contracts formulated outside of the eProcurement System contract management module (i.e., CMAS, GSA, or Group Purchasing Organization (GPO) contracts such as Vizient).	X			
R. INTENT TO AWARD/ PROTEST PERIOD	1	F-0186	eProcurement System shall support the notice of intent policy for awards (commodities and services); includes email notice to vendors who responded to an award yet were not awarded. Notice of intent will include award line items.	X			
R. INTENT TO AWARD/ PROTEST PERIOD	2	F-0187	eProcurement System shall prevent finalization of award until the protest period has passed. <ul style="list-style-type: none"> • Protest period shall vary depending on RFx, solicitation type 	X			X
S. VERSIONS/AMENDMENTS	1	F-0188	eProcurement System shall keep track of all versions of documents / forms submitted. Examples include but are not limited to the following: <ul style="list-style-type: none"> • Specifications revisions during the Requisition period. • Solicitation amendments • Contract Amendments • Purchase order version, etc. 	X			
S. VERSIONS/AMENDMENTS	2	F-0189	eProcurement System shall have a comparison/redline tool that highlights and tracks changes made with the different versions.	X			
S. VERSIONS/AMENDMENTS	3	F-0190	eProcurement System shall allow all aspect of the system to include but are not limited to solicitation documents, terms and conditions, contracts, etc. to be exportable and editable.	X			
S. VERSIONS/AMENDMENTS	4	F-0191	eProcurement System shall automatically assign a new version number to keep track of the amendments/ changes.	X			
S. VERSIONS/AMENDMENTS	5	F-0192	eProcurement System shall require user to state the reason for the modification	X			X
S. VERSIONS/AMENDMENTS	6		eProcurement System shall have the ability to track modifications by date/time stamp, and user who made the modification.	X			
S. VERSIONS/AMENDMENTS	7		eProcurement System shall be configured to support County's Change Order/Amendment and Payment Application Format.	X			X

EXHIBIT A - SOW, ATTACHMENT 1 - FUNCTIONAL REQUIREMENTS							
				REQUIREMENTS AVAILABILITY			
CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
T. BUDGET	1	F-0193	eProcurement System shall support the ability to process procurement documents against multiple budget fiscal years. The capability on the payment documents to distinguish between current and prior budget fiscal years and factor in 13th accounting period. eProcurement System shall have ability to create expenditure accruals at the fiscal year end for those encumbrances where the goods or services have been received by pre-determined date and not paid against and to create commitments at the fiscal year end for those encumbrances where the goods or services have not been received by pre-determined date, and therefore not accrued.	X			X
T. BUDGET	2	F-0009	eProcurement System shall have budget management; including organizational levels and across functional areas;	X			
T. BUDGET	3		eProcurement System shall manage budget changes based on user-defined criteria.	X			
T. BUDGET	4		eProcurement System shall have the capability to serve as a repository of all Contract-related financial transactions - budgets, requisitions, Proceed Orders, payments, Change Order/Amendments, liquidated damages, and accounting transactions.	X			
T. BUDGET	5		eProcurement System shall define budget line items as a percentage of one or multiple budget line items, i.e. percentage complete or percentage expended.	X			
T. BUDGET	6		eProcurement System shall import a budget from another application, including Excel, Access, Word, etc., to track hard vs. soft costs	X			X
T. BUDGET	7		eProcurement System shall support budget template creation for application to one or multiple Programs and/or Contracts.	X			
T. BUDGET	8		eProcurement System shall have the ability to create a budget account structure which mirrors County's accounting codes.	X			
T. BUDGET	9		eProcurement System shall have the ability to calculate and display the percentage change from initial Contract amount to final Contract amount, as payments are paid out.	X			X
T. BUDGET	10		eProcurement System shall have the ability to control access and revisions to budgets by authorized users within pre-set permissions allowing: <ul style="list-style-type: none"> • Read only access to Contract budgets and payments. • Creation of Contract budgets. • Approval and/or modification of approved budgets. • Copying and duplicating of Contract budgets and/or budget templates within, and between, Contracts. 	X			
T. BUDGET	11		eProcurement System shall have the ability to track and report on dollars paid to vendors including prevailing wage payments for LCP Tracker.	X			

EXHIBIT A - SOW, ATTACHMENT 1 - FUNCTIONAL REQUIREMENTS							
				REQUIREMENTS AVAILABILITY			
CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
T. BUDGET			<p>eProcurement System shall include the functionality to set fiscal year maximum total spend limit amounts for units codes. This functionality will include:</p> <ul style="list-style-type: none"> • Ability for the System Administrator to upload into the eProcurement System the fiscal year maximum total spend limit amounts for each unit code using templates • On the requisitioned checkout screen there will be a table or link to a table that shows the total fiscal year maximum total spend limit amounts for the unit code; the total previous spent for the unit code during the fiscal year; and the total available amount to spend for the remainder of the fiscal year • A configuration that will allow any requisitions that are over the maximum total spend limit amount to be rerouted to an additional financial approver • Maximum fiscal year total spend limits can be set for some or all unit codes 		X	X	
T. INVOICE	12	F-0216	Online Invoices; eProcurement System shall allow vendors to view quantity that has been received to invoice against; eProcurement System shall not allow an invoice to process for quantities greater than the referenced commodity line or what has been currently received against the referenced commodity line.	X			
T. INVOICE	13	F-0194	eProcurement System shall have configurability to add input of receiving location, date, and user who have received goods.	X			
T. INVOICE	14	F-0195	eProcurement System shall have configurability to add scheduled payment dates, handling codes for payments, and disbursement types.				X
T. INVOICE	15	F-0196	eProcurement System shall allow user to select tax profile, update unit price and quantity of commodity line.	X			
T. INVOICE	16	F-0197	Invoice: eProcurement System shall check against vendor invoice if registered and used in the system.	X			
T. INVOICE	17	F-0198	Invoice: eProcurement System shall require user input of invoiced date and invoiced received date.	X			
T. INVOICE	18	F-0199	eProcurement System shall have Invoicing - PO\Award Flip, Partial Invoices, Partial vs. Final Invoice indicator and impact to referenced award and payment matching.	X			
T. INVOICE	19	F-0200	eProcurement System shall default all invoices as partial	X			X
T. INVOICE	20	F-0201	eProcurement System shall have Invoice Processors; eProcurement System shall stores/verify duplicate vendor invoice numbers on documents before processing; System support to select payment dates and disbursement and handling types; eProcurement System shall support documents to have a set tolerance level on pricing or quantity for overage/underage.	X			X
T. INVOICE	21	F-0202	eProcurement System shall have an invoicing option. County can prompt the vendor through the system to supply the invoice for the order.	X			
T. INVOICE	22	F-0203	eProcurement System shall have an invoicing option. Vendor shall have the ability to create the invoice in the system.	X			
T. INVOICE	23	F-0204	eProcurement System shall allow vendors to submit invoices via the system. Invoices for contract purchases shall only be limited to the contract items/prices	X			
U. PAYMENT	3	F-0205	eProcurement System shall have Payment matching, Includes both two way (order, invoice) and three way (order, receiver, and invoice)	X			

EXHIBIT A - SOW, ATTACHMENT 1 - FUNCTIONAL REQUIREMENTS							
				REQUIREMENTS AVAILABILITY			
CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
U. PAYMENT	4	F-0206	eProcurement System shall allow the payment matching to process partial invoices first before processing invoices marked as final. Includes partial invoices that exist that are pending approval.	X			
U. PAYMENT / EXPENDITURES	6		<p>eProcurement System shall have the ability to create, manage and track the processing of all Contract-related invoices through eProcurement System including:</p> <ul style="list-style-type: none"> •Entry/input of Contract/Agreement/Proceed Order payment applications/credits/Change Order/Amendments. •Association of payment applications to Contracts using account code strings, i.e. Contract No. •Contract retention either when made as a separate payment to an escrow holding account, or when made directly to vendor. •Separate tracking of remittance against Contract amount and/or as an expense reimbursement. •Special handling instructions for remittance. •Track and maintain copies of warrants/checks issued, tracking signing authority, with warrant and check nos. and dates issued. •Use and approval of Contract allowances/Contract contingencies. 	X			X
U. PAYMENT / EXPENDITURES	7		eProcurement System shall allow data on actual payments processed to be imported into Contractor's proposed eProcurement System when exported from County financial/accounting systems, i.e. eCAPS.	X			
U. PAYMENT / EXPENDITURES	8		eProcurement System shall export and map cost data for entry to County's financial/accounting system, i.e. eCAPS.	X			X
U. PAYMENT / EXPENDITURES	9		eProcurement System shall be able to generate and provide an anticipated cost report.	X			X
U. PAYMENT / EXPENDITURES	10		eProcurement System shall have cost management capabilities that provide Work Breakdown Structure (WBS) cost tracking capabilities, i.e. input/track invoice that has multiple Contract/PCAs, so that it can be billed/tracked to the appropriate Fund/Contract.		X	X	
U. PAYMENT / EXPENDITURES	11		eProcurement System shall have the capability to provide Contract cost summary dashboards/reports that can be configured on an ad hoc basis to show specific columns as defined by the user.	X			X
U. PAYMENT / EXPENDITURES	12		eProcurement System shall provide controls that prevent actual costs from exceeding budgets or commitments on a line item level or aggregate level, for in house design services as well as third-party Contracts.	X			
U. PAYMENT / EXPENDITURES	13		eProcurement System shall have the ability to determine percent of completion based on actuals, costs and link percent complete to schedule.			X	X
U. PAYMENT / EXPENDITURES	14	F-0015	eProcurement System shall be configurable to add constraints on invoicing, receiver, and award documents in regards to matching and issuing payments under the following conditions: quantity invoice must be less than or equal to quantity received; Unit price of IN must match award; unit price of payment must equal unit price of invoice; quantity of payment must be lesser of the quantities found on the associated award receiver, and invoice transactions.	X			X
U. PAYMENT / EXPENDITURES	14		eProcurement System shall have the ability to support actual costs from both in-house design services as well as third-party Contracts.	X			

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				REQUIREMENTS AVAILABILITY			
CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
U. PAYMENT / EXPENDITURES	16		eProcurement System shall have the ability to do automated financial calculations to deduct contract sum amounts from actual expenditures per month.	X			
U. PAYMENT / EXPENDITURES	16		eProcurement System shall have the ability to download and interface with County financial system for real-time expenditures.	X			
U. PAYMENT / EXPENDITURES	17		eProcurement System shall have the ability to allow manual overrides for any expenditures not downloaded to correct category.	X			
U. PAYMENT / EXPENDITURES	18		eProcurement System shall have the ability to display, like Excel, formatting and viewing options to see the entire budget on one page, while inputting forecast amounts vs. actual expenditure amounts.		X	X	
U. PAYMENT / EXPENDITURES	19		eProcurement System shall have the ability to add comments to line item forecast and expenditures, and customize/modify standard category titles to add more detail.	X			X
U. PAYMENT / EXPENDITURES	20		eProcurement System shall have the ability to report on contract sums and expenditures	X			X
U. RECEIVING	1	F-0207	Receiving - PO\Award Flip, Partial Receipts, Partial vs. Final Receiving indicator and impact to referenced award	X			
U. RECEIVING	2	F-0208	Receivers; eProcurement System shall support the capability to link a location on a document. eProcurement System shall create a library and store by types of locations (i.e., billing, shipping. Warehouse) for user selection.	X			X
U. RECEIVING	3		eProcurement System shall allow the ability for a user to scan a packing slip where the scanner application searches eProcurement PO records for a PO number matching the packing slip PO number. The scanner application shall then provide the user with the ability/functionality to partially, fully and/or to receive final the items on the PO. Once receipt is confirmed via the application, the eProcurement System shall update PO records showing what has been received (and if receipt is for an order for replenishment of inventory, then the eProcurement System shall have the functionality to initiate sending to the inventory system information such that the stock on hand can be incremented/increased for the received items). Additionally, the scanner application shall provide an option for user to print a confirmation of goods received with signature and received date lines at the bottom OR the scanner application shall allow for a recipient of the received merchandise/PO to sign digitally the receipt document.		X		
U. RECEIVING	4		eProcurement System shall have receiving discrepancy management capability that has the functionality to log overage, shortage, damaged, incorrect items being received, and other relevant information. The functionality will capture documents, notes, vendor credit information, and alerts stakeholders of required action with reminders; and will have the ability to provide notifications to stakeholders (Buyer, Invoice Processing, Vendor). There shall be receiving discrepancy reports available in the eProcurement System.	X			

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				REQUIREMENTS AVAILABILITY			
CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
V. VENDOR PERFORMANCE	1	F-0209	eProcurement System shall have the ability to track vendor performance. County user shall have the ability to add or deleted additional requirements. Automatic calculations for vendor performance shall include but are not limited to the following: <ul style="list-style-type: none">• Contract performance• Number of late deliveries• Calculate vendor responsiveness to emails• eProcurement System shall forward survey to end users quarterly, weekly, (timeframe to be determined by user)	X			
V. VENDOR PERFORMANCE	2	F-0210	eProcurement System shall list the vendor's overall performance rating. Rating shall be detailed and include performance on stand alone purchase orders, or contracts.	X			
V. VENDOR PERFORMANCE	3		eProcurement System shall have the ability to flag proposers/vendors as “do not use”, debarred, or with any revoked/expired license(s) required for specific work classification codes.	X			
W. VENDOR	1	F-0211	eProcurement System shall have Vendor Registration and Management	X			
W. VENDOR	2	F-0212	eProcurement System's vendor registration shall have address validation functionality	X			
W. VENDOR	3	F-0213	Vendors; System Admin support for vendor profiles, view of certification status and disbursement status. eProcurement System shall sync with vendor portal and its updates; eProcurement System shall allow vendor search for transaction (awards, payments) history and vendor invoices.	X			
W. VENDOR	4	F-0019	eProcurement System shall maintain vendor profile that will include a view of information related to the vendor including solicitations responded to, awards, contracts. Etc.	X			
W. VENDOR	5	F-0257	eProcurement System shall allow registration for ACH payments to be done via the existing County web site.	X			
W. VENDOR	6	F-0258	eProcurement System shall allow Vendor names and addresses to follow US Postal service guidelines.	X			X
W. VENDOR	7	F-0259	eProcurement System shall allow Vendor registration to include TIN and DUNS numbers.	X			X

EXHIBIT A - SOW, ATTACHMENT 1 - FUNCTIONAL REQUIREMENTS							
				REQUIREMENTS AVAILABILITY			
CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
W. VENDOR	8		<p>eProcurement System shall have the ability to create and maintain a Vendor Contact Database to include:</p> <ul style="list-style-type: none"> •Contact information, including company name, address, telephone no., email address, primary contact individual. •Vendor classification codes, including NAICS, SIC, IRS Business Codes, CSI, Business Tax ID No., EIN/Federal Tax ID No., etc. •Custom configuration or editing capability for collecting other desired information, including •Local Small Business (LSBE), •Social Enterprise (SE), •Community Business Enterprises (CBE), LGBTQ, •Minority Business Enterprise (SMBE) certifications, State Women's Business Enterprise (SWBE) certifications, Disabled Veterans Business Enterprise (DVBE) certifications, Experience •Modification Rate (EMR) rating, Solicitation history, etc. •Input, storage and retrieval of vendor Contract and profile information, including insurance information, Contract award status, pre-qualification, performance ratings/evaluations, Solicitation history, Vendor report card, etc. •Capability to flag Vendors as “do not use”, debarred, or with any revoked/expired license(s) required for specific work classification codes. •Capability to flag Vendors as SBE, DVBE, etc., to be used as a resource to assemble lists of potential Vendors. 	X			
W. VENDOR	9		eProcurement System shall provide fields in each Vendor file for SIC codes, IRS Business Codes, CSI codes, NAICS codes, Vendor license classifications, Business Tax ID No., EIN/Federal Tax ID No., etc.	X			X
W. VENDOR	10		eProcurement System shall have the capability to import, without any custom Programming/Development by Contractor, existing company and contact information from County's existing database and other commonly used databases, including Outlook, Act, Accounting software, contact management software, etc., into the Contact Database.	X			X
W. VENDOR	11		eProcurement System shall have the ability to manually enter company and contact information into Vendor Contact Database.	X			
W. VENDOR	12		eProcurement System shall have the capability for custom configuration or editing of Vendor information in Vendor Contact Database to collect, track and/or report other desired information, including SMBE certifications, EMR rating, Solicitation history, insurance expiration dates, vendor performance rating, etc.	X			
W. VENDOR	13		eProcurement System shall “merge” data from eProcurement System's Vendor Contact Database with Microsoft Word documents to generate County standard or customized Contracts.	X			
W. VENDOR	14		eProcurement System shall link vendors in Vendor Contact Database to real-time Contract cost data and allow users to select, review and "drill down" on Vendor's awarded Contracts and/or payment application details.	X			
W. VENDOR	15		eProcurement System shall have the ability to restrict permissions as to who can add and/or edit eProcurement System's Contact Database information.	X			X
W. VENDOR	16		eProcurement System shall have the capability to add special terms to contracts and purchase orders.	X			X

EXHIBIT A - SOW, ATTACHMENT 1 - FUNCTIONAL REQUIREMENTS							
				REQUIREMENTS AVAILABILITY			
CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
W. VENDOR	17		eProcurement System shall have the ability to track vendor account numbers (i.e. account numbers assigned to each customer account and/or location) for County Departments that can be managed at a County Department level.	X			
W. VENDOR PORTAL	1	F-0214	Registration and Account Maintenance; eProcurement System shall support address validation; Upload of attachments, vendor inhouse account maintenance support (i.e., create user profiles, assign/restrict user access; Commodity/service registration support.	X			
W. VENDOR PORTAL	2	F-0215	eProcurement System shall manage vendor solicitation bid submissions with capabilities to save/return to in progress submissions, attachments, view submitted responses, view detailed award summaries, print solicitation response(s); check submission status. Vendor shall be able to search and save open solicitations/create a watchlist.	X			
W. VENDOR PORTAL	3	F-0217	Vendor Portal - Access to awards and payments; eProcurement System shall allow vendors to view, search, track, and view payments/awards both disbursed and pending.	X			X
W. VENDOR PORTAL	4	F-0218	eProcurement System shall have the ability for vendors to update/upload/save/attach insurance documentation and certifications	X			X
W. VENDOR PORTAL	5	F-0219	eProcurement System shall have the ability for vendors to annually sign off and maintain county terms and conditions	X			
W. VENDOR PORTAL	6	F-0220	eProcurement System shall have the capability to configure email notifications to send automatic notification regarding expiring insurance, certifications or annual terms and conditions signature requirements.	X			X
W. VENDOR PORTAL	7	F-0221	eProcurement System shall have the capability to configure email notifications to notify vendors 30 days prior to upcoming proposed deliveries and provide them with the contact information for the requestor.	X			X
W. VENDOR PORTAL	8	F-0222	eProcurement System shall require vendor to attach all required documentation in order to finalize solicitation submission.	X			X
W. VENDOR PORTAL	9	F-0223	eProcurement System shall automatically check all vendor attachments for virus, trojans, etc. prior to upload	X			X
W. VENDOR PORTAL	10	F-0224	eProcurement System shall allow contract vendor to submit price increase, catalog changes, invoice Departments, update delivery status, etc. All vendor changes shall require County user review/approval.	X			
W. VENDOR PORTAL	11	F-0225	eProcurement System shall allow vendor company to have multiple users. Users have the ability to manage users and log in information in the system.	X			
W. VENDOR PORTAL	12	F-0226	eProcurement System shall allow vendor to automatically reset/update passwords after answering security questions.	X			
W. VENDOR PORTAL	13	F-0227	eProcurement System shall have a 'google maps' double check of entered address during registration.	X			
W. VENDOR PORTAL	14	F-0228	eProcurement System shall have a guided registration process with structured inputs that change depending on vendor choices.	X			
W. VENDOR PORTAL	15	F-0229	eProcurement System shall have a dedicate section for vendors to identify if they have emergency operations.	X			

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				REQUIREMENTS AVAILABILITY			
CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
W. VENDOR PORTAL	16	F-0230	eProcurement System shall have a vendor guided process when completing all activities online with an export option to various formats (excel, word, pdf) if needed. Activities to include but not limited to the following: <ul style="list-style-type: none"> • Adhering to County terms and conditions • Completing solicitation documents • Revising contract online catalog 	X			
X. AUDITOR REQUIREMENTS	1	F-0231	eProcurement System shall interface with eCAPS for COA and budget edits.	X			X
X. AUDITOR REQUIREMENTS	2	F-0232	eProcurement System shall interface with eCAPS for financial edits. E.g., FY, Accounting Period, Document Tolerance, etc.				X
X. AUDITOR REQUIREMENTS	3	F-0233	eProcurement System shall interface with eCAPS to enforce BFY staging rules in eCAPS. E.g., Increases not allowed for prior BFY encumbrances, control payments in period 13, etc.	X			X
X. AUDITOR REQUIREMENTS	4	F-0234	eProcurement System shall validate Commodity / Object combinations by FY and Department with eCAPS.	X			X
X. AUDITOR REQUIREMENTS	5	F-0235	eProcurement System shall allow changes to COA if the commodity line has not been closed or partially closed.	X			
X. AUDITOR REQUIREMENTS	6	F-0236	eProcurement System shall restrict changes to COA if the commodity line has been closed or partially closed	X			
X. AUDITOR REQUIREMENTS	7	F-0237	eProcurement System shall allow Requisitions to record memo accounting entries and not require to be interfaced to eCAPS.	X			X
X. AUDITOR REQUIREMENTS	8	F-0238	eProcurement System shall manage Board Approved Contracts, Delegated Authority Contracts, MOUs, Grants, and Master Contracts.	X			
X. AUDITOR REQUIREMENTS	9	F-0239	eProcurement System shall NOT allow changes to COA if the commodity line has been paid or partially paid.	X			
X. AUDITOR REQUIREMENTS	10	F-0240	eProcurement System shall allow changes to COA that will interface to eCAPS if the commodity line has not been paid or partially paid.	X			
X. AUDITOR REQUIREMENTS	11	F-0241	eProcurement System shall follow document numbering conventions in eCAPS for encumbrances.	X			X
X. AUDITOR REQUIREMENTS	12	F-0242	eProcurement System shall interface encumbrances to eCAPS. Doc code(s) TBD.	X			X
X. AUDITOR REQUIREMENTS	13	F-0244	eProcurement System shall have the ability to manage unpaid / unmatched receivers.	X			
X. AUDITOR REQUIREMENTS	14	F-0246	eProcurement System shall have the ability to manage unpaid / unmatched invoices.	X			
X. AUDITOR REQUIREMENTS	15	F-0247	eProcurement System shall allow for partial payment of invoices.	X			
X. AUDITOR REQUIREMENTS	16	F-0248	eProcurement System shall allow discount terms and discount amount to be included on the payment request.	X			
X. AUDITOR REQUIREMENTS	17	F-0249	eProcurement System shall require Payments to have Use Tax interfaced to eCAPS as a separate accounting line with special COA.	X			X
X. AUDITOR REQUIREMENTS	18	F-0250	eProcurement System shall include BFY on payment requests to allow for financial edits, e.g., document tolerance, processing in period 13, etc.	X			X
X. AUDITOR REQUIREMENTS	19	F-0255	eProcurement System shall accommodate warrants that have been cancelled in eCAPS. eCAPS will cancel the warrant and payment request. This will "unliquidate" the encumbrance.	X			X

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CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
X. AUDITOR REQUIREMENTS	20	F-0256	eProcurement System shall accommodate warrants that have been stale dated in eCAPS. Warrants not cashed in six (6) months are considered stale. eCAPS considers the vendor paid and the encumbrance closed.	X			X
Y. SCHEDULE MANAGEMENT	1		eProcurement System shall track key Program and Contract schedules and activities, either entered manually or imported	X			
Y. SCHEDULE MANAGEMENT	2		eProcurement System shall integrate all eProcurement System Program/Contract calendars into a master calendar		X	X	
Y. SCHEDULE MANAGEMENT	3		eProcurement System shall schedule and track key Contract activities, start and finish dates, and milestones	X			
Y. SCHEDULE MANAGEMENT	4		eProcurement System shall be able to provide and integrate related Program and Contract calendars.		X		
Y. SCHEDULE MANAGEMENT	5		eProcurement System shall provide internal schedule templates that can be utilized as a baseline milestones for Programs/Contracts and any subsequent Contracts. The templates could either be created manually or imported.	X			
Y. SCHEDULE MANAGEMENT	6		eProcurement System shall have the capability to copy and modify an existing eProcurement System Contract schedule for use as a template on another Contract. Contract schedules could either be created manually or imported.	X			
Y. SCHEDULE MANAGEMENT	7		eProcurement System shall provide a CPM type scheduling capability that automatically updates schedules maintained in eProcurement System as tasks are updated or changed. The eProcurement System schedules would either be maintained manually or imported.	X			
Y. SCHEDULE MANAGEMENT	8		eProcurement System shall read, extract and export key dates from schedules for Contracts and consultant services scheduled.		X		
Y. SCHEDULE MANAGEMENT	9		eProcurement System shall automatically update Level 1 and/or Level 2 Program schedules with key dates extracted and/or exported from Contract and consultant services schedules prepared and maintained.		X		
Y. SCHEDULE MANAGEMENT	10		eProcurement System shall automatically update Level 3 and/or Level 4 Contract schedules with key dates extracted and exported from Contract and consultant services schedules prepared and maintained.		X		
Y. SCHEDULE MANAGEMENT	11		eProcurement System shall integrate/sync with the Microsoft Outlook calendar and Microsoft Teams.	X			X
Y. SCHEDULE MANAGEMENT	12		eProcurement System shall display and report eProcurement System Program and Contract schedules in a Gantt chart format. The schedule data would either be entered manually or imported	X			
Y. SCHEDULE MANAGEMENT	13		eProcurement System shall allow and manage different Contract calendars, including six (6) day work weeks, holidays, ten (10) hour days, Multishift, 5/40 work schedules, 9/80 work schedules, 4/10 work schedules, etc., for different scheduled activities or trades.		X	X	
Y. SCHEDULE MANAGEMENT	14		eProcurement System schedule shall allow calendar day exceptions, including, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, New Years Day, Caesar Chavez Day, etc.	X			
Y. SCHEDULE MANAGEMENT	15		eProcurement System shall generate and update a Contract cash flow forecast based upon the current eProcurement System Contract schedule. The Contract schedule data would either be entered manually or imported.		X		

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				REQUIREMENTS AVAILABILITY			
CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
Y. SCHEDULE MANAGEMENT	16		eProcurement System shall generate reports that combine eProcurement System schedule data with cost data and other Contract data from across multiple Contracts into one report. The eProcurement System schedule data would either be entered manually or imported	X			
Y. SCHEDULE MANAGEMENT	17		eProcurement System shall have the capability to attach/link documents to a eProcurement System schedule and/or task. The eProcurement System schedule data would either be entered manually or imported.	X			
Y. SCHEDULE MANAGEMENT	18		eProcurement System shall have the ability to extract and import actual dates from the Contract Master Schedule into a eProcurement System Schedule.	X			X
Y. SCHEDULE MANAGEMENT	19		eProcurement System shall have the capability to schedule and track Program/Contract schedules at the following Levels: <ul style="list-style-type: none"> •Level 1 Schedule (Contract Master Schedule) Summary Contract schedule which includes major activities, milestones and deliverables. May integrate individual Contract schedules into a master Program schedule. Rollup of Level 2 Schedules. Level 2 Schedule (Summary Master Schedule) May integrate individual Contract schedules into a master Program schedule, emphasizing Divisions. Rollup of Level 3 schedules. Level 3 Schedule (Contract Coordination Schedule). Overall Contract schedule which includes all actual dates for major milestones. Rollup of Level 4 schedules. •Level 4 Schedule (Contract Working Level Schedule) Detailed working level schedule, containing daily Contract activities, and actual and estimated Task start and end dates. 	X			
Z. COST MANAGEMENT	1		eProcurement System shall generate status reports on individual Contracts (i.e. by customer, by department, by encumbrance number, Expenditures to Date vs. Approved Budget vs. Cost, and percentage of Contract Complete, Preference Program/CBE awards, contracts by Sup. District, Board initiatives and by service type)	X			
Z. COST MANAGEMENT	2		eProcurement System shall allow cost management data to be input by either a workflow, third-party databases or by manual entry.	X			X
Z. COST MANAGEMENT	3		eProcurement System shall track real-time Contract funding including: <ul style="list-style-type: none"> • Funds from multiple fund sources, i.e., County, State, Federal, Grants, private sources/donations, etc., including split rule funding and revenue share income to the County • Fund usage and contract amounts by encumbrance allocation 	X			X
Z. COST MANAGEMENT	4		eProcurement System shall manage and track funding sources against budgets, commitments, appropriations, Board approved budgets, forecasted budgets, or actual expenditures.	X			X
Z. COST MANAGEMENT	5		eProcurement System shall manage funding sources based on defined business rules provided by County.	X			
Z. COST MANAGEMENT	6		eProcurement System shall support master agreement work order account funding cost controls by tracking allocations to commitments and actuals	X			X
Z. COST MANAGEMENT	7		eProcurement System shall track and manage Program or account level funding distributions and allocations across multiple Contracts and work orders	X			X
Z. COST MANAGEMENT	8		eProcurement System shall support workflow for invoice submittal and invoice approvals based on varying business scenarios for the County	X			
Z. COST MANAGEMENT	9		eProcurement System shall provide a means to review funding distribution analysis in addition to having reporting capabilities.	X			

EXHIBIT A - SOW, ATTACHMENT 1 - FUNCTIONAL REQUIREMENTS							
				REQUIREMENTS AVAILABILITY			
CATEGORY	#	Ref #	FUNCTIONAL REQUIREMENT	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
Z. COST MANAGEMENT	10		eProcurement System shall allocate and/or track multiple funding sources separately at the Contract and work order level.	X			
Z. COST MANAGEMENT	11		eProcurement System shall have the ability to create, track and report costs of pending changes, pending proposed Change Orders, Proceed Orders, directives, Board initiatives (e.g. local targeted worker program, Gain/Grow, PPE, CBE) Contract-defined cost allowances, FFE, and approved Change Order/Amendments.	X			X
Z. COST MANAGEMENT	12		eProcurement System shall have the ability to provide business rule notifications for Contract/Proceed Order warnings, i.e., cost overrun, not balanced, pending charges or charges that exceed Contract/budget amounts, invoices for unapproved Contract/Proceed Order, no budget, potential retroactive billing issues for Contract expiration dates, etc.	X			
Z. COST MANAGEMENT	13		eProcurement System shall have the ability to import Funding, Budgets, Commitments/Encumbrances, or Actuals to a Program/Contract account level. Also COE, Mitigation Fund, Civic Art Fund, Grants, and other County Funds	X			X
Z. COST MANAGEMENT	14		eProcurement System shall provide a reporting interface with capabilities to export Account Level costs to MS Word and/or Excel.	X			
Z. COST MANAGEMENT	15		eProcurement System shall provide controls that prevent commitments from exceeding budgets on a line item level or aggregate level.	X			
Z. COST MANAGEMENT	16		eProcurement System shall have Reimbursable expenses listing capabilities.	X			X

SYSTEM REQUIREMENTS SOW ATTACHMENT 2 (TECHNICAL REQUIREMENTS)
EXHIBIT A - SOW, ATTACHMENT 2 - TECHNICAL REQUIREMENTS

DISCLOSURE: COUNTY ACKNOWLEDGES AND AGREES THAT THE COMMENTS PROVIDED BY IVALUA IN ITS RFP RESPONSE UPDATE ON OR ABOUT MARCH 11, 2024 ARE AN INTEGRAL PART OF ITS RESPONSE AND ARE EXPRESSLY INCORPORATED BY THIS REFERENCE IN THIS CONTRACT; THE PARTIES WILL REFER TO AND RELY ON THOSE COMMENTS DURING THE DELIBERATION, DISCUSSION AND PREPARATION OF THE DESIGN DOCUMENT.

			REQUIREMENTS AVAILABILITY			
CATEGORY	REF. #	TECHNICAL REQUIREMENTS	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
Import / Export	1					
		The Contractor shall be required to define whether data exports will cause alteration or loss of any data or metadata.	X			
		Contractor shall provide description of current import and export capabilities which is to include file types, format, supported upload size, and maximum/minimum # records.	X			
		Ability to upload integrity information in form of PDF or Word documents.	X			
Versioning	2					
		The System shall have the ability to retain a history of document submission information.	X			
		Contractor shall provide description of current versioning capabilities for table updates, document transactions, etc..	X			
		Contractor shall provide description of current versioning capabilities regarding configuration changes to fields and forms.	X			
		Contractor shall provide description of current versioning capabilities related to security and workflow changes.	X			
		Contractor shall provide description of versioning capabilities related to data changes.	X			
		For attachments added to document transactions, the System shall include the deletion of those attachments when a document transactions is deleted.	X			
Support model	3					
		Contractor shall be required to provide information about monitoring methodology including tools and procedures.	X			
		Vendor shall define what support services they provide.	X			
		Vendor shall define support model.	X			
		Vendor shall demonstrate how well their support model aligns to ITIL best practices.	X			

EXHIBIT A - SOW, ATTACHMENT 2 - TECHNICAL REQUIREMENTS

			REQUIREMENTS AVAILABILITY			
CATEGORY	REF. #	TECHNICAL REQUIREMENTS	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
		The System shall offer a range of support levels/tiers offered by the vendor with SLAs approved by the County, with clearly defined ticketing procedures and handoffs.	X			
Resources	3.1					
		The Contractor shall make resources available remotely and onsite, if necessary, to resolve production related issues as per agreed upon SLAs.	X			
		The resources shall be certified in the System and must have at least 3-5 years of experience supporting the System.	X			
Contractor / Segmentation	3.2					
		Contractor shall have segmenation support between client and contractor.	X			
Client System integrations	4					
		Vendor shall have all possible interface protocols they support and/or use.	X			
		The System shall use web services with XML for interfacing with legacy and new applications.	X			
		The System shall have the ability to use XML technologies and XML Data Type Definitions (DTDs) to describe data elements commonly used in County procurement.	X			
		The System shall use web-services technologies and standards supported i.e. SOAP, REST, WSDL, BPEL, SAML. ETC.	X			
		The System shall provide Single Sign On (SSO) capability for County users using the County's Enterprise Identity & Access Management Directory.	X			X
		The System shall have well developed tools based on established standards and methodologies to facilitate integration with County systems.	X			

EXHIBIT A - SOW, ATTACHMENT 2 - TECHNICAL REQUIREMENTS

			REQUIREMENTS AVAILABILITY			
CATEGORY	REF. #	TECHNICAL REQUIREMENTS	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
		System shall be compatible with cXML (commerce extensible Markup Language) to support integration and activation of Punch-out catalog ordering.	X			
		Contractor shall provide documentation of current API integration capabilities.	X			
		Contractor shall provide documentation which lists current supported file transmission protocols.	X			
		Contractor shall provide documentation which lists supported language and file integration types.	X			
ETL Tools	4.1					
		Contractor shall describe any ETL tools that are mandatory for use with their System.	X			
		Include additional infrastructure requirements to support data transfers from/to on-prem systems (servers, storage, software, etc.).	X			
		The System shall provide the ability to export data through web services, including SOAP or REST Application Programming Interface (API), etc.	X			
County user/security	4.2					
		Contractor shall provide a secure open API standard and the ability to integrated with current eCAPS API's to allow for seamless integration between both systems.	X			X
		The System shall be able to integrate with SAML 2.0.	X			
		The System shall have the ability to allow agencies administrators to add/remove user access to their own agencies after certain level of approval within agencies.	X			
		The System shall have the ability to allow agencies to assign different roles & groups to their own agency users with certain level of approval within agencies.	X			

EXHIBIT A - SOW, ATTACHMENT 2 - TECHNICAL REQUIREMENTS

			REQUIREMENTS AVAILABILITY			
CATEGORY	REF. #	TECHNICAL REQUIREMENTS	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
		Secure access to solicitation responses and evaluation tools based on user rights.	X			
County Interfaces/Integrations Inventory	4.3					
		SFTP or SSH FTP which supports encryption is required.	X			
		FTP must be secured by employing SSL/TLS protocol for channel encryption. The preferred method of encryption is SFTP.	X			
		Inbound documents sent directly to eCAPS Financials are required to be in XML or text format based on standards required by eCAPS Financials.	X			
	4.4					
		The System shall have technical options and tools to support integrations.	X			
		System shall have Extract Transformation and Load (ETL) technical options to support integrations.	X			
Technical dashboards	5.1					
		The System shall have a dashboard showing the number of current users using the system. The system to log and to trace the user including source IP's for breach investigations.	X			X
		The System shall provide dashboards for the County to directly monitor aspects of system performance and growth including identification of areas in the application experiencing peak utilization and bottlenecks. 24x7 monitoring and real-time alert/notification system.	X			
Audit Trails	5.2					
		The System requires the ability to audit on all user actions and administrative changes within the system. Vendor to specify # of days audit logs are retained based on audit levels.	X			

EXHIBIT A - SOW, ATTACHMENT 2 - TECHNICAL REQUIREMENTS

			REQUIREMENTS AVAILABILITY			
CATEGORY	REF. #	TECHNICAL REQUIREMENTS	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
		The System shall have the ability to provide historical information (or an audit trail) for each electronic form. This may include: date the form was created, date(s) that different user(s) edited the form, date(s) the form was signed, date(s) relating to the form being included in a submission.	X			
		The System shall have the ability to provide historical information (or an audit trail) for each Vendor submission. This may include: date the submission was originally submitted, date(s) sent back to the Vendor, date(s) of resubmission, status changes, approval date.	X			
		The System shall have the ability to retain a revision / audit history for business rule or workflow changes including author, type, date and time of changes.	X			X
		The System shall have ability to track and log which external IP accessing the system for investigation purpose.	X			
		AAA - authorization, authentication and accounting. The System will track who authenticated to system, the authorization associated to authenticated user and exactly what has been done in the system by the authenticated user.	X			
		The System shall capture audit history of a field and / or record including author name, type, date and time of change.	X			
Client access to data	5.3					
		The System shall provide the ability to set and modify permissions (specific functionality and views) based on a user’s role and/or authorization.	X			
		Access should be configurable in a hierarchical model in which agencies can exclusively configure key components without impacting global settings.	X			
Mobile roadmap & functionality	6					

EXHIBIT A - SOW, ATTACHMENT 2 - TECHNICAL REQUIREMENTS

			REQUIREMENTS AVAILABILITY			
CATEGORY	REF. #	TECHNICAL REQUIREMENTS	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
		The System shall have the ability for users perform workflow approvals via a mobile devise.	X			
		Contractor shall provide an description of current mobile capabilities of the system for mobile phones and tablet devices.	X			
		Contractor shall provide an description of mobile roadmap for mobile phones and tablet devices.	X			
		Contractor shall specify iOS and Android platforms supported.	X			
Browser	7					
		The new System shall be compatible with current and any future versions of standard and popular browsers on the Windows and Mac platforms, including Microsoft Edge, Chrome, Safari, Firefox, etc.	X			
		Internet browser agnostic compatibility, and the System’s ability to process data imports and export.	X			
		The System shall not rely on browser plug-ins for users to access the software's features successfully.	X			
		Vendor shall provide description which identifies current browser compatibility and compatibility roadmap for the future.	X			
		Vendor shall provide browser and minimum technical devise requirements to effectively use the system.	X			
Performance & Uptime	8					
		Then Vendor shall provide constant application monitoring and provide performance reports to its requirements on a schedule specified by the vendor.	X			
		The System shall require 99.999% uptime except for pre-planned service changes which are to be coordinated with and approved by the County without system performance degradation.		X		
		Vendor shall provide historical metrics regarding current uptime/availability as experienced by the end users.	X			

EXHIBIT A - SOW, ATTACHMENT 2 - TECHNICAL REQUIREMENTS

			REQUIREMENTS AVAILABILITY			
CATEGORY	REF. #	TECHNICAL REQUIREMENTS	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
		Application response time should by measured by each recognized business transaction monitored during performance test. Response times will be taken as average of response times during performance test running under expected application load excluding ramp up/ramp down periods defined by the County.	X			
		Average time within which application response to the end user request for static or simple pages should be limited to maximum 5 seconds. The average response time should not degrade during periods of peak activities, peak transaction loads, or heavy querying activities.	X			
		Average response time for the system-to-system request like web services or file transfers should be determined during System design and depends on the purpose of the request. Includes the retrieval of attachments. As a general rule, real time system request should be treated the same way as business user request and the batch mode requests timing should be determined during system design in conjunction with business process it serves.	X			
Contingency Mgmt.	9	N/A				
Data and Backup	9.1					
		The System shall have a backup/failover plan. Contractor will be responsible for providing a detailed backup plan for data , metadata, attachments and include custom config aside from baseline config.	X			
		The Contractor backup plan shall include provisions that data must be encrypted at rest and in transit.	X			
		The Contractor shall be required to provide a plan for preservation, retention, filtering, restoration, and retrieval of data, metadata, and custom config aside from baseline config.	X			

EXHIBIT A - SOW, ATTACHMENT 2 - TECHNICAL REQUIREMENTS

			REQUIREMENTS AVAILABILITY			
CATEGORY	REF. #	TECHNICAL REQUIREMENTS	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
		The Contractor shall provide description of current data backup methodology, Including any system unavailability or performance degradation during the backup window if applicable.	X			
		Contractor shall provide description of current SLA approach for backup.	X			
		Contractor shall provide ALL data, including transactional data, to County when requested or at the end of the Project/Contract in a format mutually agreed upon at no cost.	X			
		Contractor shall maintain multiple Data Centers for disaster recovery and multi-zone replication.	X			
		Contractor Data Center(s) and backup/replication locations for County systems and data shall reside in the Continental United States.	X			
		Contractor's proposed System backup processes shall be automated.	X			
		Contractor's proposed System shall perform backups with no adverse effect on availability and performance, e.g., slower response times for users, lag, etc.	X			
		Contractor's proposed System shall, at a minimum, backup data on a daily basis, at a consistent daily time. Daily full backups and with point in time recovery based on transaction logs.	X			
		Contractor's proposed System shall encrypt all backup media.	X			
		Access to County data shall be limited only to Contractor's personnel as needed to perform work necessary and defined in the Scope of Work.	X			

EXHIBIT A - SOW, ATTACHMENT 2 - TECHNICAL REQUIREMENTS

			REQUIREMENTS AVAILABILITY			
CATEGORY	REF. #	TECHNICAL REQUIREMENTS	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
		Contractor's proposed System shall have the capability for authorized users to download and archive all stored files and file structures from the central database to a County-specified location, server or electronic media storage devices, e.g., CD/DVD, flash drive, hard drive, etc..	X			
		Contractor's proposed System shall have the ability to perform a monthly data file back-ups to a secure County FTP server or a secure County specified cloud-based location.	X			
		Contractor's proposed System shall use Advanced Encryption Standard AES-256 encryption or stronger for all data in storage including backed up data.	X			
		Contractor's proposed System shall use AES-128 encryption or stronger for all data in transit.	X			
		Contractor's proposed System shall automatically avoid storing or transmitting potentially sensitive data in cookies or URLs.	X			
		Contractor's proposed System shall provide data transfer/data exchange tools as part of a process utilizing a BPA engine.	X			
		Contractor's proposed System shall provide data exports in a machine-readable and standard exchange format (e.g., XML, JSON, CSV, etc.).	X			
		Contractor's proposed System shall provide the ability and utility tools to schedule and/or automate the data import/export and map to data fields as part of the import process.	X			
		Contractor shall provide documentation that specifies the activities required to export data (e.g., authentication, all web service calls, data elements and associated values, etc.).	X			

EXHIBIT A - SOW, ATTACHMENT 2 - TECHNICAL REQUIREMENTS

			REQUIREMENTS AVAILABILITY			
CATEGORY	REF. #	TECHNICAL REQUIREMENTS	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
		Contractor shall notify and identify to County, in writing, any third party with whom Contractor is required to share County data or access to System for processing of data outside Contractor's proposed System.	X			
		Contractor shall provide documentation that describes all System data (e.g. data keys, data values, data definition, data properties, data samples, etc.) including changes associated with upgrades/revisions as part of the implementation of the upgrades/revisions.	X			
Failover	9.2					
		The System shall have redundancy / failover architecture, process and timelines for production environments including that the fail over architecture should match the performance of the production environments.	X			
		The System shall have redundancy / failover architecture, process and timelines for production databases.	X			
		Contractor shall provide description of high availability architecture. Includes storage redundancy.	X			
Recovery	9.3					
		The Contractor shall be required to provide a detailed business continuity/ disaster recovery plan approved by the County.	X			
		The Contractor shall be required to demonstrate their ability to provide business continuity/disaster recovery services.	X			
		The Contractor shall provide description of current data recovery plan and current safeguards.	X			
		The Contractor shall provide options for business continuity and disaster recovery.	X			

EXHIBIT A - SOW, ATTACHMENT 2 - TECHNICAL REQUIREMENTS

			REQUIREMENTS AVAILABILITY			
CATEGORY	REF. #	TECHNICAL REQUIREMENTS	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
		The Contractor shall state the Recovery Time Objectives and Recovery Point Objectives to ensure they meet the County's business continuity requirements.	X			
Intrusion Mgmt.	9.4					
		Contractor shall be required to implement security controls that adequately safeguard against intrusion, tampering, viruses and other security breaches.	X			
		Contractor shall provide description of current intrusion management safeguards and methodology.	X			
Performance	10					
		Contractor shall demonstrate the ability to conduct performance testing and establish terms, criteria, and benchmarks for testing using relevant County use cases and representative County workloads.	X			
		The Contractor shall conduct performance testing of the system in a non-production environment at initial system implementation and for major system upgrades.	X			
Scalability	10.1					
		The System shall scale with volume, based on the volume metrics provided by the County.	X			
Support for peak periods	10.2					
		The system shall offer a range of support levels/tiers offered by the Contractor with SLAs approved by the County, with clearly defined ticketing procedures and handoffs.	X			
Capacity and Elasticity	10.3					
		The System shall have capabilities to be elastic in hosting model, including the ability to increase additional capacity, and schedule options to implement additional capacity when needed.	X			
Technical Stack	11.1					

EXHIBIT A - SOW, ATTACHMENT 2 - TECHNICAL REQUIREMENTS

			REQUIREMENTS AVAILABILITY			
CATEGORY	REF. #	TECHNICAL REQUIREMENTS	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
		Contractor shall provide documentation related to the technical stack(s) in use by the System, including languages, application platforms, enterprise content management system, databases, and third party products. Include multiple stacks if they differ by module, platforms, and other cloud technologies specific to the cloud provider. Contractor to describe the cloud-based application performance monitoring (APM) solution that provides real-time monitoring and visualization and troubleshooting.	X			
		Where customization is required to support a required function, the code change should be incorporated into the standard System and carried forward into future upgrades.	X			
		The Contractor shall have operational procedures related to version source and deployment artifacts using source control tools and DevOps tools such as IT automation, configuration management and continuous integration tools to the County's authorized users who will have access to such repository.	X			
		Contractor shall disclose the use of open source tools and open source code.	X			
		Contractor shall disclose licensing for use of all open source tools and open source code, including the support structure and security updates of open source software.	X			
Development Methodology	11.2					
		Contractor shall have protocols for code releases that include schedule options and System criteria.	X			
		Contractor shall have an implementation approach that outlines impacts to clients for code releases.	X			

EXHIBIT A - SOW, ATTACHMENT 2 - TECHNICAL REQUIREMENTS

			REQUIREMENTS AVAILABILITY			
CATEGORY	REF. #	TECHNICAL REQUIREMENTS	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
		Contractor shall have industry standard techniques used in the development and deployment methodology to address the challenges of supporting multiple clients, either related to code or data.	X			
Segmentation / Segregation	12.1					
		Contractor shall have options for how data is segregated between clients to ensure privacy.	X			
		Contractor shall have options for how code is segregated between clients to ensure privacy.	X			
		Contractor shall have options for how client-specific code (e.g. interfaces) is segregated and maintained.	X			
		If System will be hosted in a share environment in terms of compute, network, storage, the Contractor shall provide methodology to ensure isolation of County instance from other client instances.	X			
Environment	12.2					
		The System shall be cloud-based and require minimal modification or installation of desktop components. Contractor will provide information concerning the technical requirements for implementation of the proposed cloud solution.	X			
		Contractor shall provide description of methodology for environment provisioning during SDLC (Development, Staging, Production...etc.). Contractor will conduct the provisioning of the environments required to support SDLC.	X			
Environment Management	12.3					

EXHIBIT A - SOW, ATTACHMENT 2 - TECHNICAL REQUIREMENTS

			REQUIREMENTS AVAILABILITY			
CATEGORY	REF. #	TECHNICAL REQUIREMENTS	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
		As part of the Software Development Lifecycle multiple environments will need to be established for test, training, staging, and production. One or more of these environments can host a copy of the production database. One or more of these environments can host its on repository of test attachments. One or more of these environments will persist post implementation for on-going support.	X			
		The County requires a solution which can be backed up and restored in the event of undesired configuration changes. For the production environment, the recovery should include the latest config changes up to the point of the undesired change.	X			
		The system shall provide segregated development, test, and production environments with an optimal promotion methodology. The Contractor will describe the method of promoting a change to production environment.	X			
		Contractor's proposed System shall include test and staging environments with robust and automated regression testing tools for use by County specified users.	X			
		The proposed non-production environment shall include a reset or rollback ability to allow County to conduct iterative testing without extensive reconfiguration or data re-entry.	X			
		Contractor shall provide configuration best practice, config limit for the environment thresholds, sizing, scaling guide and licensing info.	X			
Release Management	12.4					
		Contractor shall provide description of upgrade and release management approach.	X			

EXHIBIT A - SOW, ATTACHMENT 2 - TECHNICAL REQUIREMENTS

			REQUIREMENTS AVAILABILITY			
CATEGORY	REF. #	TECHNICAL REQUIREMENTS	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
		The Contractor shall have a well documented and regularly scheduled release process, which allows the County flexibility in determining the optimal timing implementing a release.	X			
		Contractor shall have methodology for testing System releases.	X			
Security	13					
		Contractor shall support modern authentication utilizing open standards SAML OpenID Connect OAuth2 WS-Federation. The preferred method for the county is SAML or OAuth2.	X			
		Contractor shall use and support a single identity model the source of truth for that identity must be the county identity system.	X			
		Software shall allow for a private connection between county data center and cloud service. The connection must be encrypted and support AES Cipher – AES can have 128-bit, 192-bit, and 256-bit keys, 256 is preferred.	X			X
		Contractor shall be required to provide security precautions to ensure authorized access to system only by County employees or County Contractors.	X			
		Contractor shall be required to protect appropriate copies of customer data from loss, corruption, or unauthorized alteration.	X			
		Contractor shall be required to prevent the disclosure of customer passwords and other access control information to anyone other than authorized County employees.	X			
		Contractor shall be evaluated and authorized by an independent auditor on an annual basis to ensure compliance with HIPAA/HITECH, GLB, PCIDSS, FTC, SOC2, Type II, etc.	X			

EXHIBIT A - SOW, ATTACHMENT 2 - TECHNICAL REQUIREMENTS

			REQUIREMENTS AVAILABILITY			
CATEGORY	REF. #	TECHNICAL REQUIREMENTS	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
		Contractor shall provide documentation or certification of current data compliance with HIPAA/HITECH, GLB, PCIDSS, FTC, etc.,.	X			
		Contractor shall provide description of approach and tools or software to the following security best practices: a. Least Privilege: Only authorize access to the minimum amount of resources required for a function. b. Separation of Duties: Functions shall be divided between staff members to reduce the threat that one person can commit fraud undetected. c. Role-Based Security: Access control shall be based on the role a user plays in an organization.	X			
		Access to the files at the server level and data in the database shall be managed and use unique system or database IDs with the appropriate roles and privileges.	X			
		Contractor shall provide detail of the security standards, accreditations, and methodologies incorporated into their system.	X			
		Contractor's proposed System shall store sensitive data and secrets (e.g., password challenge phrases, credential and authentication tokens) in code, i.e. encryption, salts, one way hash, AES, etc.	X			
		Contractor's proposed System will not store secrets, database keys, connections, and passwords in plain text.	X			
		Contractor's proposed System shall protect application logs that contain sensitive data. The Contractor will describe the retention periods of application and system logs for audit purposes.	X			
		Contractor's proposed System shall provide encryption at the storage and database/file level for protection of sensitive data fields while the data is at rest (e.g., stored data).	X			

EXHIBIT A - SOW, ATTACHMENT 2 - TECHNICAL REQUIREMENTS

			REQUIREMENTS AVAILABILITY			
CATEGORY	REF. #	TECHNICAL REQUIREMENTS	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
		Data used by the System shall be encrypted at rest within the storage \ database. If the data can be encrypted at entry that would be ideal.	X			
		Contractor's proposed System shall include protection mechanisms for sensitive data that is sent over the network.	X			
		Contractor's proposed System shall transmit sensitive data using secure protocols, such as sftp, ssh, https, etc., or tunneled through an authenticated encrypted connection (e.g., VPN).	X			
Physical	13.1					
		The Contractor shall use physical security and access mechanisms in place where the platform hardware is located.	X			
Logical / Encryption	13.2					
		All data must be encrypted in transit and at rest.	X			
		If mobile portability is provided all private data must be encrypted in transit and at rest.	X			
		Proven algorithms such as AES, Triple-DES, Blowfish, PGP, and RSA should be used as the basis for encryption technologies.	X			
		The System shall support and use SSL/TLS implementation standards and algorithms.	X			
		Contractor shall provide description regarding current Encryption methodology.	X			
		Contractor shall not use proprietary encryption technologies. County shall approve all applicable encryption algorithms used by the Contractor.	X			
		The data architecture should provide for security and encryption of County data.	X			
		Contractor's proposed System shall securely deliver information over the internet using encryption (e.g., triple-DES (Data Encryption Standard), Advance Encryption Standard (AES)).	X			

EXHIBIT A - SOW, ATTACHMENT 2 - TECHNICAL REQUIREMENTS

			REQUIREMENTS AVAILABILITY			
CATEGORY	REF. #	TECHNICAL REQUIREMENTS	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
		Contractor's proposed System shall use the latest, stable and industry recommended version of SSL/TLS to deliver encrypted data over the Internet.	X			
		Contractor's proposed System shall encrypt all confidential and sensitive data at storage and in transit.	X			
Security/Incident Reporting	13.3					
		Contractor shall have protocols for breaches or any other types security incidents for customer data including notifying customers, and coordination with customer to determine root cause of security breach if applicable.	X			
		Contractor shall be required to provide immediate notification of breach or attempted breach regardless of the originating Contractor of the infrastructure or software component.	X			
		Contractor shall provide history of security breaches or attempted breaches.	X			
		Contractor shall provide a documented incident response plan for security breaches and any other types of security incidents.	X			
		Contractor shall describe their protocol for when served with a warrant, subpoena or any other order or request from a government body or any other person for any records or files of customer data or metadata. Includes the protocol to notify the respective customer.	X			
		Data and System security shall be protected from disruption and loss in the event of natural disaster, emergency, power outage, and security breaches.	X			
		Contractor's proposed System shall be monitored to ensure the effectiveness of security controls.	X			

EXHIBIT A - SOW, ATTACHMENT 2 - TECHNICAL REQUIREMENTS

			REQUIREMENTS AVAILABILITY			
CATEGORY	REF. #	TECHNICAL REQUIREMENTS	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
		Contractor shall promptly notify County Project Manager(s), Administrator(s), and Departmental Security Officer(s) within twenty-four (24) hours of when there is a suspected System breach.		X		
		Contractor's proposed System shall have the ability to restore data within eight (8) hours after request is made. The restoration of data to be the start of the breach, or to the last incremental backup of the data, files, and logs.	X			
SAAS	14					
		Contractor shall have SAAS options offered for single and/or multi tenant.		X		
Accreditation	14.1					
		Contractor shall be required to conduct penetration testing for all public facing applications. Contractor to describe methodology and frequency of the penetration testing.	X			
		Contractor shall be required to run vulnerability scans for critical systems or systems hosting sensitive data.	X			
		System software shall be free of vulnerabilities and defects. Contractor shall maintain up to date security patches for all infrastructure and software components. In addition, the infrastructure should have adequate redundancy and capacity such that the patching of these components should be impact system availability or performance.	X			
		Contractor shall be required to provide attestation by an objective third party stating that the application has been tested for common security vulnerabilities.	X			
		The Contractor shall be required to obtain security accreditations required by the County.	X			

EXHIBIT A - SOW, ATTACHMENT 2 - TECHNICAL REQUIREMENTS

			REQUIREMENTS AVAILABILITY			
CATEGORY	REF. #	TECHNICAL REQUIREMENTS	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
		Contractor's proposed System shall have measures to prevent the upload of unauthorized files, e.g., executable files, malicious software, Bots, etc..	X			
		Contractor's proposed System shall undergo periodic web application vulnerability testing/scanning (e.g., source code, run time, etc.).	X			
Physical Hosting	14.2					
		The hosting model shall handle capacity growth and rapid surges in usage. It should include performance monitoring and management tools. The System shall be deployed across multiple environments.	X			
		If the hosting is provided by a third-party, Contractor will disclose the SLA's between the Contractor and the hosting provider.	X			
		The hosted environment shall implement security best practices and monitoring including, but not limited to: Host Intrusion Prevention (HIPS) or Detection (HIDS), Network Intrusion Prevention (NIPS) or Detection (NIDS), Web Application Firewall (WAF), Security Event and Information Management (SIEM), etc..	X			
		Hosted cloud-based environment shall be comprised of the latest software and a system cloud based technologies that has been utilized a minimum of 3 years.	X			
		Hosted cloud-based environment shall be comprised of software that has been fully tested, integrated and proven to be accessible to users, Contractors, sub Contractors and consultants employing different desktop and mobile devices, operating systems and browsers.	X			
		Contractors proposed System shall be contained by a perimeter firewall to protect network from external attacks.	X			

EXHIBIT A - SOW, ATTACHMENT 2 - TECHNICAL REQUIREMENTS

			REQUIREMENTS AVAILABILITY			
CATEGORY	REF. #	TECHNICAL REQUIREMENTS	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
		Contractor's proposed System shall have physical access controls in place to ensure appropriate access to IT resources in the cloud-based hosted environment by the Contractor.	X			
		Contractor's proposed System shall separate environments (e.g., development, quality assurance, user acceptance testing, staging, production, training environments, etc.).	X			
Network	14.3					
		Contractor shall be required to disclose ability to establish varying methods of connectivity and terms associated with establishing such connectivity to the County's network.	X			
		Contractor shall be required to disclose telecommunications providers they use.	X			
Data Storage/Ownership	15.4					
		All data is owned exclusively by the customer agency/entity and cannot be used by the Contractor for any purpose other than the services provided to the customer.	X			
		The Contractor shall not be permitted to remove meta data.	X			
		Contractor shall establish clear terms and scope of separation assistance and guarantee elimination from Contractor of all customer data upon separation.	X			
		Data commingling is prohibited.	X			
		The County must retain ownership of its data.	X			
		The Contractor shall confirm that the system is in compliance with County records retention regulations, potentially for a protracted periods, and clearly spell out any associated costs.	X			
Off-Boarding Data Transfer Process	15.5					
		The Contractor shall provide options for returning the County's data upon termination of services, including a choice of formats in which the data will be returned.	X			

EXHIBIT A - SOW, ATTACHMENT 2 - TECHNICAL REQUIREMENTS

			REQUIREMENTS AVAILABILITY			
CATEGORY	REF. #	TECHNICAL REQUIREMENTS	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
Technical Resources	16					
		Contractor shall provide a breakdown of technical human resources within the Contractor's organization attached to the platform, including development and support. The breakdown should separate onshore vs offshore, and first party vs. third-party.	X			
		Contractor shall provide an inventory of resources to support all phases of the project with the County.	X			

EXHIBIT A - SOW, ATTACHMENT 3 - CONFIGURATION REQUIREMENTS

DISCLOSURE: COUNTY ACKNOWLEDGES AND AGREES THAT THE COMMENTS PROVIDED BY IVALUA IN ITS RFP RESPONSE UPDATE ON OR ABOUT MARCH 11, 2024 ARE AN INTEGRAL PART OF ITS RESPONSE AND ARE EXPRESSLY INCORPORATED BY THIS REFERENCE IN THIS CONTRACT; THE PARTIES WILL REFER TO AND RELY ON THOSE COMMENTS DURING THE DELIBERATION, DISCUSSION AND PREPARATION OF THE DESIGN DOCUMENT.

CATEGORY	REF #	REF #	CONFIGURABILITY REQUIREMENTS	REQUIREMENTS AVAILABILITY			
				Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
Configurable Workflow & Business Rules	C	1					
			The System shall display a list of business rules a delegated System Administrator can edit.	X			
			The System shall display a subset of business rules for an agency or group of agencies which an Agency Administrator can edit.	X			
			A procuring Agency will assign a procurement to a different agency based on Industry, Contract Amount and Procurement Type.	X			X
			The System shall version the workflow templates and set a future date for the changes to take effect for new workflows.		X		
			If a task within a workflow step is pending in a user's inbox/queue for a specified amount of time, the System will escalate the task to their manager.	X			
			The System shall execute one or more business rules for a workflow task/tasks.	X			
			The System shall assign a task to one or more roles/users based on the results of business rule(s).	X			
			The System shall have the ability to assign tasks to two or more users/roles in parallel. Workflow can contain multiple parallel workflow branches, each branch being a sequence of multiple steps.	X			
			Users will be able to reject or approve a workflow step, and prior to doing so, will have visibility into the future workflow steps.	X			
			The System shall have the ability to perform automated workflow tasks. For example, sending a notification, an email, copying a file, sending a file, sending a feed, etc.	X			
			The System shall have the ability to send a procurement back to a specific (earlier) point when key fields (e.g. Final Contract Amount, Contract Duration, etc.) are changed.	X			
			Within each procurement, the System shall support the capability to set up multiple levels of approvals based on pre-defined rules.	X			
			The System shall have the following ability: When a transaction is re-submitted, it will be assigned to the original reviewer.	X			
			County administrators will have the ability to add/update/delete an existing business rule or workflow.	X			
			The System shall have the ability to retain a revision / audit history for business rule or workflow changes including author, type, date and time of changes.	X			
			The System shall allow administrative users to activate/deactivate business rules and workflows, without deleting.	X			
			The System shall allow for the versioning of business rules and workflow.	X			

EXHIBIT A - SOW, ATTACHMENT 3 - CONFIGURATION REQUIREMENTS

				REQUIREMENTS AVAILABILITY			
CATEGORY	REF #	REF #	CONFIGURABILITY REQUIREMENTS	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
			The System shall allow for workflows to be viewed in a central location.	X			
			The System shall allow for the versioning of workflow.	X			
			The System shall have the ability to set start and end times for delegations.	X			
			Administrators require the ability to configure actions and events based on field value triggers.	X			
			The System shall accommodate Business Rule exceptions based on relationship to project or program.	X			
			The System shall support the following conditional/logic statements (If...Then), (If...Then...Else..), (And), (Or).	X			
			Administrators require the ability to assign Ad-Hoc approvers in the system. Ad Hoc approvers can be assigned and a workflow level.	X			X
			The System administrators will have the ability to set time limits on work activities and system assigned tasks.	X			
			The System shall accommodate Admin users to pre-configure workflow templates for a variable number of different procurement methods and different Contract Management Actions.	X			
			Workflow rules can have multiple levels with varying conditional requirements and thereby workflow users may be required to approve a request on multiple occasions in a single workflow.	X			
			Administrators require the ability to configure workflows which accommodate the multi-branch parallels in the current business process.	X			
Business Rules Engine	C	1.1					
			If the Business Rules are updated at a point in the workflow where the workflow instances haven't yet reached, then the workflow instances will be routed based on the latest Business Rule schema.	X			
			A combination of workflow and Business Rules engine will trigger actions once the conditional requirements for the rules exist.	X			
			The users should be able to apply "And" multiple conditions for a Business Rule. In addition, each condition for a Business Rule can have one or more values within it. The system will support having multiple conditions sufficient to meet County's business rules.	X			
			The users should be able to apply "or" multiple conditions for a Business Rule. In addition, each condition for a Business Rule can have one or more values within it. The System will support having multiple conditions sufficient to meet County's business rules.	X			X
			The System shall have the ability to delegate a task to one or more roles/users based on the results of business rule(s).	X			

EXHIBIT A - SOW, ATTACHMENT 3 - CONFIGURATION REQUIREMENTS

				REQUIREMENTS AVAILABILITY			
CATEGORY	REF #	REF #	CONFIGURABILITY REQUIREMENTS	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
			The business rules will be able to support current County "Delegations" and expected future types. Delegations are business rules that describe: Workflows steps that are skipped based on the values and thresholds being met for one or more fields.	X			
			Business Rules can be "future dated" to take effect at a specific point in the future. This is required to support legislation and policy changes that have a specific dated start point.		X		
Configurable Data	C	2					
			The System shall create a unique ID for each user and organization that is different from the TIN or SSN.	X			
Fields	C	2.1					
			The System shall accommodate hard and soft validations based on display rules, data type and business rules.	X			
			The System shall have the ability to capture audit history of a field and / or record.	X			
			The System shall allow a System User to assign a priority to the submission.	X			
			The System shall have an email like capability and allow the user to set a subject line and enter free text for a message.	X			X
			The System shall include field library formats which include: free text, rich text, note fields, whole number, decimal number, date, time, option sets, radio option buttons, HTML hyperlinks.	X			
			The System shall support lookup fields which display field data from related objects/tables.	X			
			The System shall support field calculations vertically in related tables and horizontally within a single table.	X		X	
			The System shall support field level encryption.	X			X
			A field may be displayed based on value from another field.	X			
			When information is captured anywhere in the application, the same information if needed again should be pre-populated by the System. The user should not be forced to re-enter duplicative data.	X			
			The System shall have the ability to perform field-level validation to ensure data has been entered in the required format for each field.	X			
			Administrators require the ability to create custom fields within the system which can be configured as optional, required, recommended based on user type.	X			
			Administrators will need the ability to change values within option set fields.	X			
			Administrators require the ability to configure field calculations and field auto population.	X		X	

EXHIBIT A - SOW, ATTACHMENT 3 - CONFIGURATION REQUIREMENTS

				REQUIREMENTS AVAILABILITY			
CATEGORY	REF #	REF #	CONFIGURABILITY REQUIREMENTS	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
			Users will need the ability to filter by fields within the System, this will require administrators to have the ability to add fields to columns in list views.	X			
			Administrators will require the ability to add new fields to individual organizations.	X			
Relational Structures	C	2.2					
			The System shall pre-populate the message template with system information including the name and title of message author and record information.	X			
			The System shall be able to associate the submission with any available pending awards for the organization.	X			
			The System shall support object relationship mapping between tables.	X			
			The System shall support field mapping between tables.	X			
			The System shall support One-To-One (1:1) One-To-Many (1:N) and Many-To-Many (N:N) relationships.	X			
			The System shall support parent-child rollup field mapping.	X			
			The System shall host a private conversation between a selected Vendor and County users; to be related to the solicitation and resulting contract documents.	X			
			The System shall enable transactions to have a relationship to a parent transaction in all relevant cases. (E.g. Master Agreement Commodities or Services to a child procurement, Contract release event to the parent contract, Task order to the parent contract.)	X			
Forms / Templates	C	2.3					
			The System shall have the ability to drive required forms and form completion based on user system inputs.	X			
			The System shall have the ability to drive required forms and form completion based on business workflow.	X			
			The System shall have the ability to set comments as internal or external during the forms review process.	X			
			The System shall have the ability to "lock" a form once is final so that the form cannot be edited (e.g. final status).	X			
			The System shall have the capability to generate letters, forms and reports from data entered into electronic forms (e.g. memorandums, etc.). System fields can be merged from forms into emails, letters, reports.. Etc. Out put file format will be MS Word, PDF, etc.	X			X
			The System forms will support conditional field visibility based on object/table attributes.	X			
			The System shall support form accessibility based on business rules or user roles.	X			
			Administrators must have the option to configure forms and templates within the System.	X			

EXHIBIT A - SOW, ATTACHMENT 3 - CONFIGURATION REQUIREMENTS

				REQUIREMENTS AVAILABILITY			
CATEGORY	REF #	REF #	CONFIGURABILITY REQUIREMENTS	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
			The System requires the ability to configure multiple form templates for the varying types of procurements the County implements.	X			
			The System shall allow multiple versions of a form to be in force for the same process, with different versions applicable to different values of key parameters. Key parameters that a form may vary on include: procurement method, agency, industry.	X			
Systems access	C	3	N/A				
User Roles	C	3.1					
			User roles must be configurable to provision access to modules or objects within the System.	X			
			User roles must be configurable to provision read only access to attributes/fields.	X			
			User roles require configurable dashboards based on user type, agency, unit.	X			
			User roles must be configurable to enable or disable access to individual documents and packages of documents.	X			
			Based on the user role, the application must control access of functionality and data.	X			
Federated Models	C	3.1.1					
			Procurements must be able to be configured to be agency specific so that only associated agencies have access to the procurement.	X			
			Oversight agencies must have the ability to be associated to all procurements in all agencies.	X			
			The System shall enable agency specific administrators.	X			
Reporting Configurability	C	4					
			The System shall support the configuration of ad hoc reports which can be shared system wide, to select agencies, or select individual users.	X			
			All attributes of all objects within the System must be capable of having reports configured.	X			
			The System shall support the configuration of all reports to support County procurement and contracting policies.	X			
			The System shall support the configurability of performance reports for users and teams.	X			
			The System shall support the configurability of reports to track SLA within agencies.	X			X
			The System shall support the configurability of reports which track activities and processes within a procurement method workflow.	X			
			The System shall support the configurability of reports which track activities and processes within a procurement method workflow.	X			
Changes to Configurable Elements	C	4.1					
			The System shall support versioning of configuration changes.	X			

EXHIBIT A - SOW, ATTACHMENT 3 - CONFIGURATION REQUIREMENTS

				REQUIREMENTS AVAILABILITY			
CATEGORY	REF #	REF #	CONFIGURABILITY REQUIREMENTS	Available (X)	Not Available (X)	Customizable (X)	Configurable (X)
			Contractor shall provide detailed instructions (documentation) describing how configuration changes can be saved and versioned within System.	X			
Configurable Dashboards	C	4.2					
			Dashboards shall be capable of displaying table views of records in a list with configurable fields.	X			
			Dashboards shall accommodate the configurability (by User) of charts and graphs.	X			
			Dashboards shall accommodate the export of data in Excel format.	X			
			Contractor shall provide detail instructions (documentation) on dashboard configurability within out of box product & reference when customization is required for dashboards.	X			

EXHIBIT A - SOW, ATTACHMENT 4

RESERVED

EXHIBIT A - SOW, ATTACHMENT 5
TASK/DELIVERABLE ACCEPTANCE FORM
(To Be Completed by Contractor)

(Contractor Name and Address)	CONTRACT NUMBER:	TRANSMITTAL DATE:
FROM: Contractor Program Manager -----	TO: ISD Contracts Internal Services Department	
<p>Contractor hereby certifies to County that as of the date of this Task / Deliverable Acceptance Form, it has satisfied all conditions in the Contract, 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. Contractor further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with the Statement of Work (SOW), Exhibit A. Attached hereto is a copy of all supporting documentation required pursuant to this Statement of Work (SOW), including any additional documentation reasonably requested by County. County's approval and signature constitutes an acceptance of the Tasks and Deliverables listed below.</p>		
TASK DESCRIPTION (including Task and subtask numbers as set forth in the SOW)	DELIVERABLE (including Deliverable numbers as set forth in the SOW)	
Comments:		
Signature:	Title:	
Phone Number:	Email:	

<i>To be completed by County</i>	
COUNTY APPROVAL/ACCEPTANCE	
County Project Manager	County Project Director
Signature:	Signature:
Name:	Name:
Date:	Date:
Approve <input checked="" type="checkbox"/> Not approved <input type="checkbox"/>	Approve <input checked="" type="checkbox"/> Not approved <input type="checkbox"/>
<input checked="" type="checkbox"/>	Comments:

EXHIBIT A - SOW, ATTACHMENT 6 CONTRACT DISCREPANCY REPORT

CONTRACTOR RESPONSE DUE WITHIN 24 HOURS

Date: Click or tap here to enter text.		Contractor Response Received: Click or tap here to enter text.
Contractor: Click or tap here to enter text.	Contract No. Click or tap here to enter text.	County's Project Manager: Click or tap here to enter text.
Contact Person: Click or tap here to enter text.	Telephone: Click or tap here to enter text.	County's Project Manager Signature:
Email: Click or tap here to enter text.		Email: Click or tap here to enter text.

A contract discrepancy(s) is specified below. The Contractor will take corrective action and respond back to the County Project Manager by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.

No.	Contract Discrepancy	Contractor's Response*	County Use Only		
			Date Correction Due	Date Completed	Approved
1	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
2	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
3	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

***Use additional sheets if necessary**

Click or tap here to enter text.
Contractor's Representative Signature
Date Signed

Additional Comments: Click or tap here to enter text.

EXHIBIT A - SOW, ATTACHMENT 7**CHANGE ORDER REQUEST FORM (FOR OPTIONAL WORK)****1. OPTIONAL WORK**

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

2. POOL DOLLARS

CHANGE ORDER #	DEDUCTED CHANGE ORDER AMOUNT	REMAINING POOL DOLLARS AMOUNT

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

<i>To be completed by County</i>	
COUNTY APPROVAL/ACCEPTANCE	
County Project Manager	County Project Director
Signature:	Signature:
Name:	Name:
Date:	Date:
Approve <input checked="" type="checkbox"/> Not approved <input type="checkbox"/>	Approve <input checked="" type="checkbox"/> Not approved <input type="checkbox"/>
<input checked="" type="checkbox"/>	Comments:

EXHIBIT B
PRICING SCHEDULE

APPENDIX C- REQUIRED FORMS
EXHIBIT 11 - PRICING SHEET

EXHIBIT B - PRICING SCHEDULE

IMPLEMENTATION SERVICES						
A. Phase 1 - Discovery/Planning		SOW #	Deliverable(s)	Release 1, 2 and/or 3	Price	Holdback Amount (10%)
Task 1:	Incoming Orientation Plan	5.1.1	Deliverable 1			
	(A) Incoming Orientation Agenda			1	\$ 95,000.00	\$ 9,500.00
	(B) Incoming Orientation Plan for eProcurement System			1	\$ 115,000.00	\$ 11,500.00
	(C) Incoming Orientation Plan Meeting			1	\$ 125,000.00	\$ 12,500.00
Task 2:	Business Process Review	5.1.2	Deliverable 2			
	(A) To-Be Business Process Design Documents, Profiles and Process Flow Diagrams for Release 1			1	\$ 225,000.00	\$ 22,500.00
	(B) Impact Assessment from To-Be Process for Release 1			1	\$ 140,000.00	\$ 14,000.00
	(C) To-Be Business Process Design Documents, Profiles and Process Flow Diagrams for Release 2			2	\$ 395,000.00	\$ 39,500.00
	(D) Impact Assessment from To-Be Process for Release 2			2	\$ 180,000.00	\$ 18,000.00
	(E) Report for Release 3 Indicating Completion of Review for Any Needed Changes/Adjustments			3	\$ 120,000.00	\$ 12,000.00
Task 3:	Implementation Plan and Schedule	5.1.3	Deliverable 3			
	(A) Implementation Plan*			1	\$ 175,000.00	\$ 17,500.00
	(B) Implementation Schedule*			1	\$ 175,000.00	\$ 17,500.00
PHASE 1 TOTAL:					\$ 1,745,000.00	\$ 174,500.00
B. Phase 2 - Implementation		SOW#	Deliverable(s)	Release 1, 2 and/or 3	Price	Holdback Amount (10%)
Task 4:	Quality Control and Issue Resolution Plan	5.2.1	Deliverable 4	1	\$ 165,000.00	\$ 16,500.00
Task 5:	Business Continuity/Disaster Recovery Plan	5.2.2	Deliverable 5	1	\$ 175,000.00	\$ 17,500.00
Task 6:	Project Controls, Standards, and Procedures (Project Control Document)	5.2.3	Deliverable 6	2	\$ 245,000.00	\$ 24,500.00
Task 7:	Change Management and Communications Plan	5.2.4	Deliverable 7	1	\$ 225,000.00	\$ 22,500.00
Task 8:	Project Work Status Reports	5.2.5	Deliverable 8			
	(A) Project Work Status Reports (Due 1st of Each Month)			3	\$ 150,000.00	\$ 15,000.00
	(B) Project Weekly Status Reports			3	\$ 150,000.00	\$ 15,000.00
Task 9:	Functional Requirements	5.2.6	Deliverable 9			
	(A) Functional Requirements meeting the Requirements of SOW Attachment 1 (Functional Requirements)			1	\$ 85,000.00	\$ 8,500.00
	(B) Functional Requirements Document for Release 1*			1	\$ 115,000.00	\$ 11,500.00
	(C) Functional Requirements Document for Release 2*			2	\$ 145,000.00	\$ 14,500.00
	(D) Report for Release 3 Indicating Completion of Review for Any Needed Changes/Adjustments*			3	\$ 150,000.00	\$ 15,000.00
Task 10:	Technical Requirements	5.2.7	Deliverable 10			
	(A) Technical Requirements meeting the Requirements of SOW Attachment 2 (Technical Requirements)			2	\$ 40,000.00	\$ 4,000.00
	(B) Technical Requirements Document for Release 1*			1	\$ 70,000.00	\$ 7,000.00
	(C) Technical Requirements Document for Release 2*			2	\$ 90,000.00	\$ 9,000.00
	(D) Report for Release 3 Indicating Completion of Review for Any Needed Changes/Adjustments			3	\$ 160,000.00	\$ 16,000.00
Task 11:	Configuration Requirements	5.2.8	Deliverable 11			
	(A) Configuration Requirements meeting the Requirements of SOW Attachment 3 (Configuration Requirements) For Release 1			1	\$ 125,000.00	\$ 12,500.00
	(B) Configuration Requirements meeting the Requirements of SOW Attachment 3 (Configuration Requirements) for Release 2			2	\$ 145,000.00	\$ 14,500.00
	(C) Configuration Requirements Document For Release 1*			1	\$ 55,000.00	\$ 5,500.00

**APPENDIX C- REQUIRED FORMS
EXHIBIT 11 - PRICING SHEET**

	(D) Configuration Requirements Document For Release 2*			2	\$ 65,000.00	\$ 6,500.00
	(E) Report for Release 3 Indicating Completion of Review for Any Needed Changes/Adjustments*			3	\$ 120,000.00	\$ 12,000.00
	(F) Configuration Management Plan			2	\$ 65,000.00	\$ 6,500.00
Task 12:	Use of System Through SaaS Subscription Services	5.2.9	Deliverable 12	1, 2 and 3	Included in SaaS Subscription Fees	None
Task 13:	Interfaces and Integrations with Other Systems	5.2.10	Deliverable 13			
	(A) Interface and Integration for Release 1*			1	\$ 140,000.00	\$ 14,000.00
	(B) Interface and Integration for Release 2*			2	\$ 220,000.00	\$ 22,000.00
	(C) Interface and Integration Plan with a detailed Project Schedule			2	\$ 40,000.00	\$ 4,000.00
	(D) Training and Knowledge Transfer for County to perform the future Integrations for the System by No Later Than the End of Release 2			2	\$ 50,000.00	\$ 5,000.00
Task 14:	Reporting	5.2.11	Deliverable 14			
	(A) Detailed Reports Plan, List of Available Reports for Release 1, and Project Schedule*			1	\$ 120,000.00	\$ 12,000.00
	(B) Detailed Reports Plan, List of Available Reports for Release 2, and Project Schedule*			2	\$ 180,000.00	\$ 18,000.00
	(C) Detailed Reports Plan, List of Available Reports for Release 3, and Project Schedule			3	\$ 240,000.00	\$ 24,000.00
	(D) Report for Release 3 Indicating Completion of Review for Any Needed Changes/Adjustments			3	\$ 160,000.00	\$ 16,000.00
Task 15:	Application Security Configuration - Application Security Configuration Document	5.2.12	Deliverable 15	2	\$ 150,000.00	\$ 15,000.00
PHASE 2 TOTAL:					\$ 3,840,000.00	\$ 384,000.00

**APPENDIX C- REQUIRED FORMS
EXHIBIT 11 - PRICING SHEET**

C. Phase 3 - Implementation/Deployment		Deliverable(s)		Release 1, 2 and/or 3	Price	Holdback Amount (10%)
Task 16:	Data Migration - Conversion	5.3.1	Deliverable 16			
	(A) Data Conversion Plan			2	\$ 355,000.00	\$ 35,500.00
	(B) Data Migration Test Results Report*			2	\$ 560,000.00	\$ 56,000.00
Task 17:	Requirements Verification and Testing	5.3.2	Deliverable 17			
	(A) Testing Plans, Scripts, Processes, and Tools for Testing Services identified in Section 5.3.2.2 for Release 1			1	\$ 195,000.00	\$ 19,500.00
	(B) System Requirements Document (SRD) for Release 1*			1	\$ 70,000.00	\$ 7,000.00
	(C) Partial Acceptance Report for Release 1				Return of Holdbacks for Release 1	None
	(D) Partial Acceptance Certification for Release 1				Return of Holdbacks for Release 1	None
	(E) Testing Plans, Scripts, Processes, and Tools for Testing Services identified in Section 5.3.2.2 for Release 2*			2	\$ 250,000.00	\$ 25,000.00
	(F) System Requirements Document (SRD) for Release 2*			2	\$ 90,000.00	\$ 9,000.00
	(G) Partial Acceptance Report for Release 2				Return of Holdbacks for Release 2	None
	(H) Partial Acceptance Certification for Release 2				Return of Holdbacks for Release 2	None
	(I) Report for Release 3 Indicating Completion of Review for Any Needed Changes/Adjustments			3	\$ 120,000.00	\$ 12,000.00
	(J) Final Acceptance Report				Return of Holdbacks for Release 3	None
	(K) Final Acceptance Certification				Return of Holdbacks for Release 3	None
Task 18:	Training	5.3.3	Deliverable 18			
	(A) Training Plan for Release 1			1	\$ 80,000.00	\$ 8,000.00
	(B) Training Materials for Release 1			1	\$ 125,000.00	\$ 12,500.00
	(C) Training, Training Evaluation and Evaluation Results For Release 1*			1	\$ 115,000.00	\$ 11,500.00
	(D) Training Plan for Release 2			2	\$ 105,000.00	\$ 10,500.00
	(E) Training Materials for Release 2			2	\$ 175,000.00	\$ 17,500.00
	(F) Training, Training Evaluation and Evaluation Results For Release 2*			2	\$ 150,000.00	\$ 15,000.00
	(G) Report for Release 3 Indicating Completion of Review for Any Needed Changes/Adjustments			3	\$ 120,000.00	\$ 12,000.00
Task 19:	Documentation	5.3.4	Deliverable 19			
	(A) User Manual and Documentation For Release 1			1	\$ 60,000.00	\$ 6,000.00
	(B) Operations Manual and Support Documentation for Release 1			1	\$ 95,000.00	\$ 9,500.00
	(C) User Manual and Documentation For Release 2			2	\$ 75,000.00	\$ 7,500.00
	(D) Operations Manual and Support Documentation for Release 2*			2	\$ 125,000.00	\$ 12,500.00
	(E) Report for Release 3 Indicating Completion of Review for Any Needed Changes/Adjustments			3	\$ 130,000.00	\$ 13,000.00
	(F) Technical Documentation due at Release 1			1	\$ 70,000.00	\$ 7,000.00
	(G) Design Document Documentation of All Customizations/Configurations and Parameters for Release 1			1	\$ 95,000.00	\$ 9,500.00
	(H) Documentation of All Customizations/Configurations and Parameters for Release 2			2	\$ 105,000.00	\$ 10,500.00
	(I) Fiscal Year End Close Step by Step Procedures			2	\$ 75,000.00	\$ 7,500.00
	(J) New Fiscal Year Opening Step by Step Procedures			2	\$ 75,000.00	\$ 7,500.00
Task 20:	Implementation/Production - Planning and Preparation	5.3.5	Deliverable 20			

**APPENDIX C- REQUIRED FORMS
EXHIBIT 11 - PRICING SHEET**

	(A) Deployment Cut Over Plan for Release 1			1	\$	95,000.00	\$	9,500.00	
	(B) Contingency Plan for Release 1			1	\$	95,000.00	\$	9,500.00	
	(C) Deployment Cut Over Plan for Release 2			2	\$	105,000.00	\$	10,500.00	
	(D) Contingency Plan for Release 2			2	\$	145,000.00	\$	14,500.00	
	(E) Report for Release 3 Indicating Completion of Review for Any Needed Changes/Adjustments			3	\$	130,000.00	\$	13,000.00	
		PHASE 3 TOTAL:			\$	3,985,000.00	\$	398,500.00	
D. Phase 4 - Post-Implementation Support for Releases 1 and 2 (Cut-Over)		Deliverable(s)		Release 1, 2 and/or 3	Price		Holdback Amount (10%)		
Task 21:	Production Transfer	5.4.1	Deliverable 21						
	(A) System Turnover Procedures Presentation for Release 1*			1	\$	195,000.00	\$	19,500.00	
	(B) System Turnover Procedures Presentation for Release 2*			2	\$	375,000.00	\$	37,500.00	
Task 22:	Post Implementation Support and Activities for Releases 1, 2 and 3 (Hypercare)	5.4.2	Deliverable 22						
	(A) Support Activity Status Report (Weekly) for Release 1			1	\$	175,000.00	\$	17,500.00	
	(B) Support Activity Status Report (Weekly) for Release 2			2	\$	275,000.00	\$	27,500.00	
	(C) Support Activity Status Report (Weekly) for Release 3			3	\$	200,000.00	\$	20,000.00	
	(D) Post-Implementation Support Guide and Documentation for Release 1			1	\$	125,000.00	\$	12,500.00	
	(E) Post-Implementation Support Guide and Documentation for Release 2			2	\$	125,000.00	\$	12,500.00	
	(F) Post-Implementation Support Guide and Documentation for Release 3			3	\$	300,000.00	\$	30,000.00	
PHASE 4 TOTAL:					\$	1,770,000.00	\$	177,000.00	
E. Phase 5 - Ongoing Operations		Deliverable(s)		Release 1, 2 and/or 3	Price		Holdback Amount (10%)		
Task 23:	Knowledge Transfer	5.5.1	Deliverable 23						
	(A) Knowledge Transfer Plan for Release 1			1	\$	175,000.00	\$	17,500.00	
	(B) Knowledge Transfer Plan for Release 2			2	\$	275,000.00	\$	27,500.00	
Task 24:	System Maintenance Plan	5.5.2	Deliverable 24		Included in SaaS Subscription Fees		None		
Task 25:	Outgoing Transition - Transition Services	5.5.3	Deliverable 25		Priced as Part of Optional Work		TBD		
PHASE 5 TOTAL:					\$	450,000.00	\$	45,000.00	
Implementation Fees for Phase 1 - Discovery/Planning								\$	1,745,000.00
Implementation Fees for Phase 2 - Implementation								\$	3,840,000.00
Implementation Fees for Phase 3 - Implementation/Deployment								\$	3,985,000.00
Implementation Fees for Phase 4 - Post-Implementation Support for Releases 1 and 2 (Cut-Over)								\$	1,770,000.00
Implementation Fees for Phase 5 - Ongoing Operations								\$	450,000.00
TOTAL IMPLEMENTATION FEES								\$	11,790,000.00
All Deliverables in a Task marked with an asterisk() are Key Deliverables.									

OPTIONAL HYPERCARE**, YEAR END SUPPORT & EXTENSION OF IMPLEMENTATION SERVICES***			
Additional 30-Days of Hypercare for Release 1		\$	119,040.00
Additional 30-Days of Hypercare for Release 2		\$	119,040.00
Additional 30-Days of Hypercare for Release 3		\$	119,040.00
Additional 30-Days of Year End Support (Per Business Analyst Per Month)		\$	39,680.00 / per month per

**APPENDIX C- REQUIRED FORMS
EXHIBIT 11 - PRICING SHEET**

Additional 30-Days of Requirements/Information Gathering	Included
Additional 3-Month Auditor-Controller Design, Development, and Alignment Phase	\$ 1,890,000.00
**Additional optional Hypercare is available following two-months of Hypercare for Releases 1, 2 and 3	
*** Additional 3-Month Auditor-Controller Design, Development, and Alignment Phase extension of the Implementation services, if needed, to be exercised by County. The scope and Deliverables for the 3-month extension will be addressed via a mutually agreed to amendment by the Parties.	

SAAS SUBSCRIPTION FEES			
Year****	# of Users	Price	
Year 1	Unlimited Users	\$	1,225,470.89
Year 2	Unlimited Users	\$	1,225,470.89
Year 3	Unlimited Users	\$	1,225,470.89
Year 4	Unlimited Users	\$	1,956,224.00
Year 5	Unlimited Users	\$	1,956,224.00
Year 6*****	Unlimited Users	\$	2,014,911.00
Year 7*****	Unlimited Users	\$	2,075,358.00
Year 8*****	Unlimited Users	\$	2,137,619.00
Year 9*****	Unlimited Users	\$	2,201,748.00
Year 10*****	Unlimited Users	\$	2,267,800.00
TOTAL SAAS SUBSCRIPTION FEES		\$	18,286,296.67
Costs for Ivalua certifications for configuration work are included for 10 individuals in the SaaS Subscription Fees.			
Additional Allocated Storage needs in the future are available at the list price.			
End User Help Desk Support Level 1 Time Zone Amer are included in the SaaS Subscription Fees.			
24 hour RTO and RPO are included in the SaaS Subscription Fees.			
Platinum Service Levels are in included in the SaaS Subscripion Fees.			
****On Effective Date of Agreement for Year 1, and for Years 2-10, following the 1-year anniversary thereafter.			
*****If Option Years exercised by the County.			

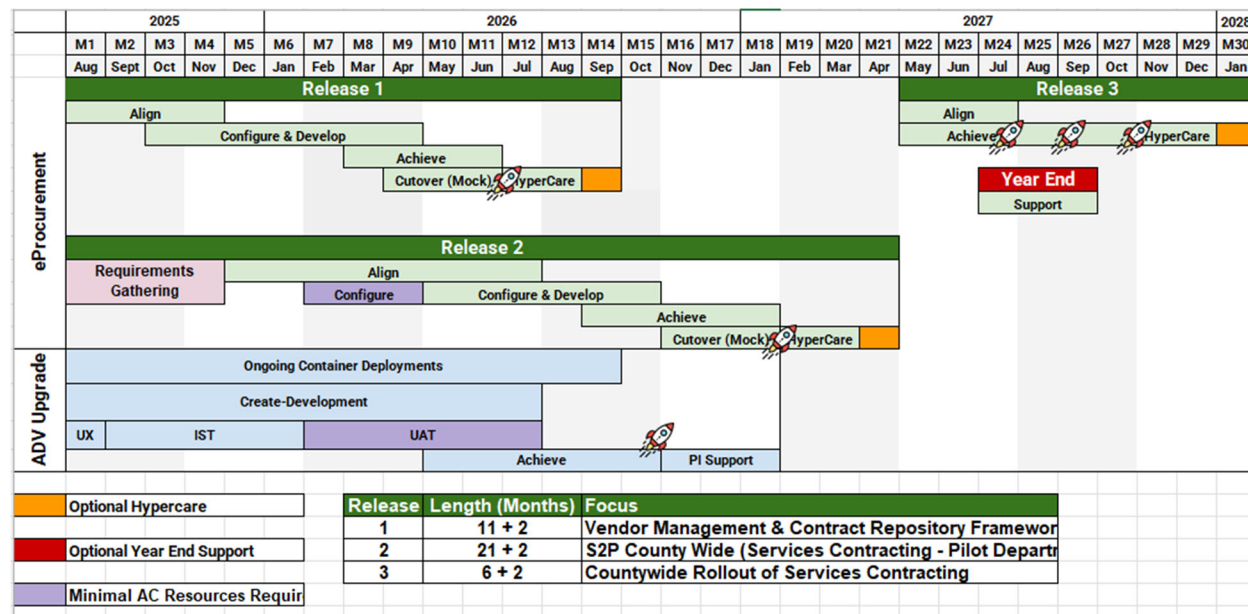
OPTIONAL WORK FOR AS-NEEDED PROFESSIONAL SERVICES	
Optional Work (As-Needed Professional Services)	Hourly Labor Rate*****
Fully-burdened Fixed Hourly Labor Rate for Optional Work (Using U.S. Resources):	\$248.00
Fully-burdened Fixed Hourly Labor Rate for Optional Work (Using Offshore Resources):	\$87.00
***** Fixed hourly rates are fully burdened and will include, but not be limited to, all labor and administrative costs, travel, overhead, benefits, materials and profit. If requested by the Contractor, the Fully-burdened Fixed Hourly Labor Rate for Optional Work may, at the sole discretion of the County be increased annually based on the most recently 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 Office 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. Further, before any COLA increase will take effect and become part of the Contract, it will require a written amendment to the Contract first, pursuant to Paragraph 8.1.1 (Amendments), that has been formally approved and executed by the parties.	
TOTAL COSTS	
Total Implementation Fees	\$ 11,790,000.00
Total SaaS Subscription Fees	\$ 18,286,296.67
3-Month Auditor-Controller Design, Development, and Alignment Phase	\$ 1,890,000.00
Pool Dollars	\$ 6,393,259.33
TOTAL MAXIMUM CONTRACT SUM	\$ 38,359,556.00

EXHIBIT C

CONTRACTOR'S PROPOSED IMPLEMENTATION SCHEDULE*

*Start date of project is dependent on Board award and the Effective Date of the Contract.

Current Proposed Schedule:



Proposed Schedule if 3-Month Auditor-Controller Design, Development, and Alignment Phase to Extend Implementation Services is Exercised by County:

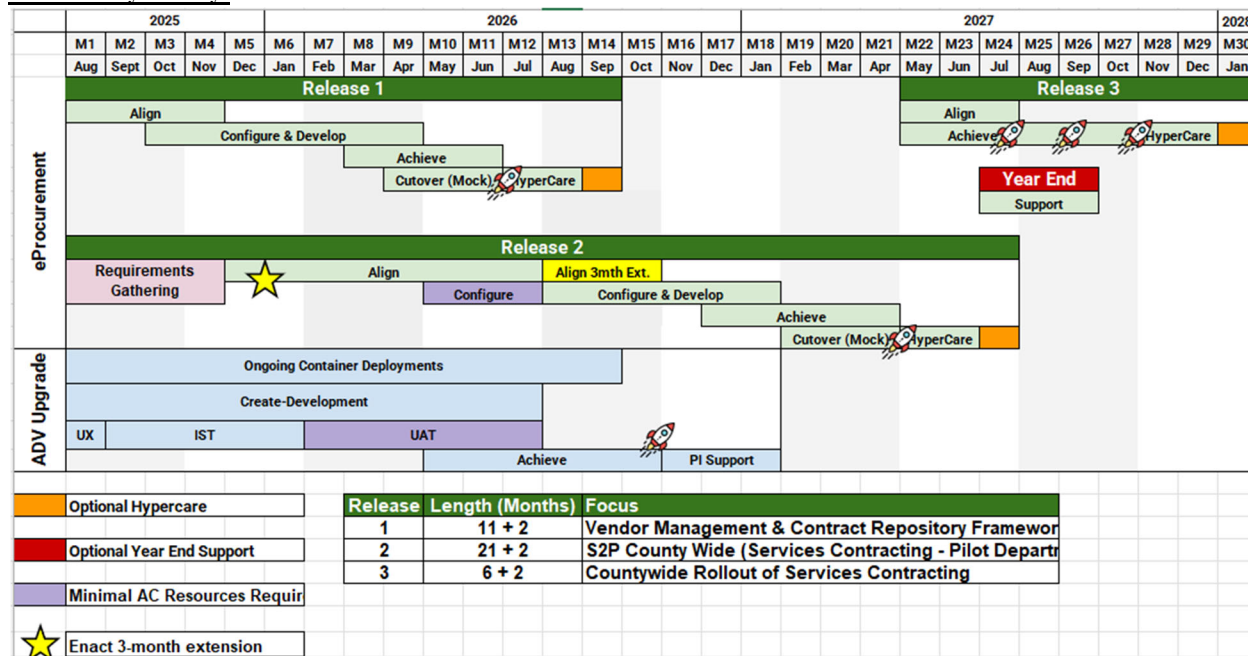


EXHIBIT D**COUNTY'S ADMINISTRATION**CONTRACT NO. ITS-10641-C**COUNTY PROJECT DIRECTOR:**

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

COUNTY PROJECT MANAGER

Name:	<u>Lawrence Gann</u>
Title:	<u>General Manager – Purchasing & Contract Services</u>
Address:	<u>1100 N Eastern Ave</u>
	<u>Los Angeles, CA 90063</u>
Telephone:	<u>(323) 267-2109</u>
E-mail Address:	<u>lgann@isd.lacounty.gov</u>

COUNTY CONTRACT ANALYST AND MONITOR

Name:	<u>Krystina Ido</u>
Title:	<u>Contract Analyst</u>
Address:	<u>9150 Imperial Hwy.</u>
	<u>Downey, CA 90242</u>
Telephone:	<u>(562) 359-2604</u>
E-mail Address:	<u>Kido@isd.lacounty.gov</u>

EXHIBIT E**CONTRACTOR'S ADMINISTRATION**

IVALUA, INC.
CONTRACTOR'S NAME

CONTRACT NO. ITS-10641-C

CONTRACTOR'S PROJECT DIRECTOR:

Name: Niraj Desai
Title: Director of Professional Services
Address: 2201 Walnut Ave.
Fremont, CA 94538
Telephone: 510-894-7347
E-mail Address: NID@ivalua.com

CONTRACTOR'S AUTHORIZED OFFICIALS:

Name: Suman Raju
Title: CFO
Address: Ivalua, Inc.
805 Veterans Blvd, Suite 302, Redwood City, CA 94063
Telephone: 650-930-9710
E-mail Address: legal@ivalua.com

Notices to Contractor shall be sent to the following address:

Name: Ron Vaisbort
Title: General Counsel – Legal Dept
Address: 805 Veterans Blvd, Suite 203
Redwood City, CA 94063 USA
Telephone: 650-930-9710
E-mail Address: legal@ivalua.com

EXHIBIT F

RESERVED

EXHIBIT G

RESERVED

EXHIBIT H

THIRD PARTY PRODUCTS

As of the Effective Date, the following Third-Party Products are being used in the performance of the Cloud Service

- GoogleOR-Tools
- Node.Js Highcharts Rendering
- ElasticSearch
- CK EDITOR

EXHIBIT I**INFORMATION SECURITY AND PRIVACY REQUIREMENTS**

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

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

1. DEFINITIONS

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

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

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

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

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

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

The Contractor's Information Security Program shall:

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

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

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

The Contractor's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;

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

3. PROPERTY RIGHTS TO COUNTY INFORMATION

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

4. CONTRACTOR'S USE OF COUNTY INFORMATION

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

5. SHARING COUNTY INFORMATION AND DATA

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

6. CONFIDENTIALITY

- Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".

- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.
- d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Contractor shall perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations. For avoidance of doubt, Section 7.5 of the Contract prescribes background and security investigation procedures and supersedes this Section 7 in its entirety.

To the extent permitted by applicable law, the Contractor shall screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation shall be at the expense of

the Contractor, regardless of whether the member of the Contractor's staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, shall conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

The Contractor shall require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and will be responsible for their compliance.

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

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

8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all Subcontractors and third parties. The Contractor shall be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices if any are used to perform work on this Contract (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks,

floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with AES-256 encryption protocols.

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

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

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

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

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor shall (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section except for such data in archived backups (which are handled in accordance with Contractor's standard backup policies and will only be made permanently inaccessible via a separate written certificate of destruction signed by County), or if Contractor is legally prohibited to delete such Submitted Data, provided that such copy remains subject to the confidentiality provisions of this Contract. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor shall return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or

otherwise reconstructed; and (ii) purging or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm (if applicable), detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager after thirty (30) days of termination or expiration of the Contract or at any time thereafter upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

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

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

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

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

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

13. ACCESS CONTROL

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

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

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

14. SECURITY AND PRIVACY INCIDENTS

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

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within forty-eight (48) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email
CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

James Thurmond
Acting Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5660
JThurmond@cio.lacounty.gov

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 351-5363
LRussell@ceo.lacounty.gov

Departmental Information Security Officer:

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

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.

- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Subject to the limitation of liability provision in Section 8 of this Contract, the Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's breach of Information Security or privacy controls or provisions herein.

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

16. AUDIT AND INSPECTION

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

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

- b. **County Requested Audits.** At its own expense, upon thirty (30) days' prior written notice, the County, or an independent third-party auditor commissioned by the County, shall have the right to audit the Contractor systems and records relevant to Contractor's processing of County Data submitted into the System on behalf of the County at least once a year. Upon the County's request the Contractor shall complete a questionnaire regarding Contractor's Information Security and/or program. The County shall pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor shall bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract. Notwithstanding anything to the contrary herein, any audits shall be performed during normal business hours.

Such audit shall be conducted only on security controls not covered by existing audit reports provided by Contractor to the County upon request and no more than once per year during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. This limitation does not apply if the audit is triggered by the County as a result of a security Incident or credible concern regarding a potential or threatened security Incident. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. Vulnerability scans, penetration tests or code reviews are subject to discussion with Contractor of rules of engagement with Contractor and are limited to no more than once per twelve-month period, and County will reasonably agree to them. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor shall cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor has agreed with the County to implement in response to such audits.

17. CYBER LIABILITY INSURANCES

See Section 8 of the Contract.

EXHIBIT J

SUBSCRIPTION SERVICES; MAINTENANCE AND SUPPORT SERVICES

1. GENERAL

This Exhibit J (Subscription Services; Maintenance and Support Services) is attached to and forms a part of that certain Contract for E-Procurement System and Related Services, dated as of the Effective Date (together with all exhibits, attachments, and schedules thereto, all as amended from time to time, the “Contract”), between the County of Los Angeles (“County”) and Ivalua, Inc. (“Contractor”). Capitalized terms used herein without definition have the meanings given to such terms in the Contract.

This Exhibit J sets forth the scope of Contractor’s maintenance and support services that form a part of the Subscription Services, including for hosting services and support services, correction of Defects, warranties and County’s remedies for Contractor’s failure to meet the service levels specified herein.

2. SCOPE OF SERVICES

2.1 Description

Contractor shall provide service levels and warranties relating to Support Services for the eProcurement System as specified in the Contract and this Exhibit, as more fully described below. Support Services shall include but are not limited to correction of Defects based on service levels and warranties. Support Services commence as specified in the Contract.

2.2 Definitions

Unless otherwise defined in the Base Contract, as used herein the following terms have the following meanings:

“Business Hours” shall mean 8:00 a.m. to 6:00 p.m. Pacific Time (PT) Monday through Friday except for local public holidays.

“Critical Defect” means a Severity Level 1- Blocking Defect, as further described in Paragraph **Error! Reference source not found.** (Problem Correction Priorities).

“Compatible” means, with respect to the System, that (a) the applicable components of the System are capable of supporting, operating and otherwise performing all functions of such System components set forth in the Contract, when the Minimum System Requirements are met; (b) the applicable components of Third Party Products, if any, are capable of supporting, operating and otherwise performing all functions of such Third Party Products components set forth in the Contract, when used in conjunction with the other components of the Licensed Software; (c) the

applicable components of System are capable of supporting, operating and otherwise performing all functions of such System components set forth in the Contract, when used in conjunction with the Third Party Products; and (d) the applicable components of the System are capable of supporting, operating and otherwise performing all functions of such System components set forth in the Contract, when used in conjunction with one another and with the Hosted Environment.

“Help Desk Support” shall have the meaning specified in Paragraph 5.1 (Scope of Support).

“Hosted Environment” shall mean hardware, hosted network, and hosted operating software to be supplied by Contractor as a part of its obligation to perform Hosting Services. The Hosted Environment includes the Hosted Environment for Production Use and any other environments described in this Contract, if any).

“Disaster” shall mean a catastrophic event that results in significant or potentially significant Downtime or disruption of the Hosted Environment for Production Use and requires Contractor to invoke the Disaster Recovery/Business Continuity Plan.

“Disaster Recovery” shall mean and refer to Contractor’s obligations described in Paragraph 5.3 (Contingency and Disaster Recovery).

“Business Continuity/Disaster Recovery Plan” shall have the meaning in Paragraph 5.3.

“Downtime” shall mean the total minutes of the calendar month when the eProcurement System is unavailable to Authorized Users, except for Excluded Downtimes.

“Monthly Fees” means one-twelfth of the annual Subscription Fee for the System.

“Scheduled Maintenance” means such activities of Contractor to maintain or improve the systems supporting the System, including but not limited to installation of hardware or software or other agreed Maintenance Releases. Unless otherwise communicated in advance to County, Scheduled Maintenance shall occur as detailed below.

“Service Credits” means the percentage (as set forth below) of the Monthly Fees paid for the System that is awarded to the County relating to a failure to meet the Service Availability Percentage during the calendar month.

“System Availability” as defined in Paragraph 5.4.

“Uptime” means the total minutes of the calendar month.

3. **CORRECTION OF DEFECTS**

- 3.1 **Identification of Defects.** The Defects under this Contract may be identified either as a result of Contractor's use of its own monitoring tools or discovered by County. Upon discovery of a Defect by County, County will report the Defect to Contractor's Customer Support Extranet ("CSE") 24x7 via login and password in accordance with this Exhibit J.
- 3.2 **Severity Levels.** Each material nonconformity of the System to the Documentation reported by County Contacts via CSE ("Defect") is classified first by County into one of three (3) severity levels listed below, which may be upgraded or downgraded by Contractor in its reasonable discretion following discussion with County. County can define the business priority associated with each Defect in CSE, and Contractor will prioritize its efforts accordingly for County for each Defect County is experiencing. Response times for Defects and other details based on the service level purchased by County are as set forth in Attachment 1.

SEVERITY LEVEL	DEFINITION
Level 1 – Blocking Defect (Critical Defect)	Means a Defect that prevents operation of a critical functionality of the System or a major part of the functionalities of the System by a majority of Authorized Users, and that cannot be bypassed by a Workaround.
Level 2 – Major Defect	Means a Defect that allows operation of the System, but only for part of its major functionalities.
Level 3 – Minor Defect	Means a Defect that does not prevent County from having access to the System's major functionalities.

- 3.3 **Defect Correction.** Contractor will use commercially reasonable efforts to address acknowledged Defects by developing a fix, workaround, patch or other relief reasonably determined by Contractor.
- 3.4 **Minor Release.** At Contractor's sole discretion, and included in Subscription Fees, County's non-production environments will be updated at least monthly via maintenance releases ("Minor Release") and will be delivered to production upon County's approval. Contractor is not responsible for Defects or security issues affecting the System if County does not approve delivery of the maintenance release into production every month, provided Contractor provides documentation for maintenance releases seven (7) days in advance of deployment of a release for County's review.
- 3.5 **Major Release Upgrades.** Contractor may, in its sole discretion, develop functionality improvements or enhancements to address County and market requirements and to improve the System by releasing new product versions made generally available to Contractor's other customers ("**Upgrades**"). Contractor's process for releasing and implementing Upgrades is attached as Attachment 2 ("**Ivalua Upgrade Process**"). Upgrades are deemed part of the System, are included in the Subscription Fees with

respect to the County's subscribed modules, and are subject to all the terms and conditions of the Contract.

4. **COUNTY RESPONSIBILITIES**

- 4.1 **Contacts.** County will designate qualified contacts (“County Contacts”) for the purpose of reporting Defects and obtaining Maintenance Services and ensure that their information is current in CSE. County may replace County Contacts as reasonably necessary by providing written (email) notice to Contractor’s business contact. County may not exceed the number of County Contacts permitted according to its purchased level of support.
- 4.2 **Cooperation.** County will provide Contractor with such information and access to County resources as Contractor may reasonably require in order to perform Maintenance Services hereunder. Contractor is excused from non-performance hereunder to the extent attributable to County’s failure to provide such information. County agrees that the County Contacts are authorized to communicate and provide instructions to Contractor with respect to Submitted Data and/or County’s instances.
- 4.3 **Upgrades.** To take advantage of Contractor’s most recent innovations and to address performance, security and maintenance related issues in the Cloud Service, County agrees to comply with the Upgrade Process (as further defined under Section 3.5). County understands that only the latest product release of the Cloud Service contains the most current features, performance, and security updates, and is included in the Subscription Fees for the County's subscribed modules. In the event County does not comply with Contractor’s Upgrade Process, Contractor is not responsible for Defects or security issues affecting the Cloud Service or failure to meet the SLA for the Cloud Service.
- 4.4 **Certifications.** Prior to conducting any configuration of the Cloud Service, County will ensure that the resources performing and implementing the configuration comply with Contractor Guidelines for Configurations.

5. **LIMITATIONS**

- 5.1 **Exclusions.** Contractor shall have no obligation with respect to any Defect (i) resulting from use of the Cloud Service not in accordance with the Documentation and this Contract (ii) resulting from modification of the Cloud Service by County or any third party, which were not uploaded into CSE for acceptance; (iii) resulting from any combination or integration of the Cloud Service with hardware, software or technology not provided by Contractor, including third-party software, unless such combination or integration is permitted in writing by Contractor; (iv) that cannot be reproduced by Contractor based on information provided by County; (v) resulting from County configurations performed or implemented in violation of Section 2.6 (Certifications); or (vi) if County has not paid undisputed Subscription Fees. Notwithstanding the foregoing, Contractor will use reasonable efforts to correct any Defect arising from configuration performed or implemented in violation of Section

2.4 (Certifications), but County may be charged if it approves such costs in advance and requests Contractor's assistance to perform the work associated with correction of such Defects.

- 5.2 Professional Services. For avoidance of doubt, Maintenance Services do not include implementation activities, configuration, product training, or customization that may be available at additional cost via Professional Services.

6. **Maintenance Services**

As part of Subscription Services, Contractor shall provide maintenance and Hosting Services of the System including the provision of Revisions (hereinafter "Maintenance Services"), as provided in this Paragraph 4.

6.1 **System Maintenance**

6.1.1 **Hosting Services**

Contractor shall operate the Hosting Services on the Hosted Environment owned and maintained by Contractor (and its Hosting Provider, if applicable) on a 24x7x365 basis.

Contractor shall allow access to the Hosting Services over the Internet from the Hosted Environment facilities on a 24x7x365 basis and provide secure and confidential storage of all information transmitted to and from the Hosting Services. The Hosted Environment shall provide redundancy at all tiers of the hosting environment, redundant clustered firewalls with redundant Internet connections, running industry standard secure inspection, and analysis software as deemed reasonably necessary by Contractor, provided they meet the requirements of this Contract.

Contractor shall build into the solution's architecture the capability to operate in more than one data center and in different availability zones (AZ's) for high availability, fault tolerance, scalability, and disaster recovery. The selected AZ's shall reside in the continental United States.

Contractor shall review security notifications and alerts relevant to the Hosted Environment (e.g., Contractor notification of bugs, attacks, patches), and apply as appropriate to maintain the highest level of defense.

Contractor shall provide adequate firewall protection in order to secure personal data and other Confidential Information of County and users of the Hosting Services from unauthorized access by third parties.

Hosting Provider

As of the Effective Date, Contractor is providing Hosting Services. As part of Maintenance Services, Contractor shall also provide regular maintenance (within the

frequency determined by Contractor in its reasonable discretion) of the Hosted Environment software that is part of its Hosting Services for the System, including but not limited to operating system software, application platform software, database software and other software installed in the Hosted Environment. Contractor shall also update, upgrade or replace these Hosted Environment software components during the term of the Contract (within the frequency determined by Contractor in its reasonable discretion) to keep current with Contractor's hosting technology standards, industry standards and to implement bug fixes, patches, updates to maintain security of the System.

In the event that, during the term of the Contract, Contractor desires to transition to a new Hosting Provider, Contractor shall provide County with at least sixty (60) calendar days' prior notice of the transition. Contractor shall reasonably cooperate with County in evaluating the security and performance of the proposed Hosting Provider. County shall have thirty (30) calendar days from receipt of notice of the transition to reasonably object to the proposed new Hosting Provider. In the event of such objection, the parties shall negotiate in good faith regarding alternate Hosting Providers. If the parties are unable to reach agreement within thirty (30) calendar days of receipt by Contractor of the objection, County may elect to terminate this Contract without further obligation.

Contractor shall ensure the Hosting Provider complies with the terms of the Contract, including the requirements of this Exhibit. Contractor shall be jointly and severally liable for any breach by Hosting Provider of the Contract, including the requirements of this Exhibit J.

6.2 Excluded Downtimes

6.2.1 Downtime which occurred due to any of the following shall be excluded for the purpose of calculating the Service Availability Percentage ("Excluded Downtimes"):

- (a) Scheduled Maintenance or weekly planned emergency maintenance required to apply patches or fixes or undertake other maintenance activities mutually agreed with the County, as requested by the County.

6.3 Service Levels

6.3.1 "**Hit Response Time**" means the response time of a web request measured on the application server which excludes Internet and any network latency. Hits related to upload and download of attachments, to data import and export, to data analytics reporting, to functions involving calls to external applications or systems as well as to specific application functions agreed upon by Contractor and the County are excluded from measurement. The standard Hit Response Time per month is: 90% below 3 seconds.

6.3.2 "**Allocated Storage**" refers to user-uploaded files. For clarity, there is no limit on size of the database used in the Services. Standard Allocated Storage (e.g for

uploaded files) is 1TB for each file, and if the Allocated Storage needs to be increased, there will be added costs to the County.

6.3.3 “**RPO**” means Recovery Point Objective, which defines the volume of data lost during an interval of time between the loss event and the most recent preceding back up.

6.3.4 “**RTO**” means Recovery Time Objective, which is the duration of time within which the business process is restored after notification of business process disruption.

6.4 **Scheduled Maintenance**

Scheduled Maintenance shall occur between the hours of Friday 11:59 pm to Saturday 11:59 pm or Saturday 11:59 PM to Sunday 11:59 pm (local time at the location of Customer’s datacenter) after the second Tuesday of each calendar month (except for GovCloud which is after the third Tuesday of each calendar months) and may take up to 90 minutes. Contractor reserves the right to change the time and day of such Scheduled Maintenance by providing advance written notice.

7. **ADDITIONAL SERVICES**

7.1 **Optional Enhancements.** If after the initial “go live” date of County’s production environment County purchases Professional Services for new enhancements, the annual subscription fee for the System may increase, subject to a mutually agreed amendment signed by both Parties.

7.2 **Optional Helpdesk Support.** If County purchased Helpdesk Support, Contractor will provide County’s end-users and/or supplier’s end-users with technical support, which consists only of Level 1 assistance through a dedicated geographic phone number and dedicated email address at the hours and languages as follows:

Help-Desk Support (Optional) Hours and Details

	AMER	EMEA	APAC
Operating Hours	8:30am to 8pm (M – F) Eastern Time (Montreal) [†]	8am to 6pm (M – F) Central European Time (France) [†]	6am to 6pm (M – F) India Standard Time [†]
Languages during Operating Hours	English, French, Spanish, Portuguese	English, French, German, Spanish, Italian, Portuguese	English, Hindi, Chinese (Mandarin), Japanese, Arabic
Languages 24*7	English		
Contact Type	Phone and/or Email		
Time to Respond During Business Hours	90% of questions answered within 1 hour		
Time to Respond During Non-Business Hours	Within 8 hours, may be responded to by another region to reduce Time to Respond		

[†] Times are local to selected region and exclude local public holidays.

7.3 **Contingency and Disaster Recovery**

Contractor maintains policies and procedures for responding to an emergency or other occurrence (for example, fire, vandalism, and natural disaster) that could damage production systems that contain Submitted Data. Contractor maintains a Disaster Recovery Plan as part of its Subscription Services, and Contractor commits to the RTO hosting service level in this Contract as set forth in Exhibit B (Pricing Schedule). Backups are performed daily (once every 24 hours), unless a shorter RPO time is specified in Exhibit B (Pricing Schedule). The disaster recovery plan is reviewed and updated annually. Recovery tests are conducted at least annually (based on the service level purchased by the County). Copies of backups can be retained for up to thirty-six (36) months.

Date Replication across data centers

County Data shall be stored on redundant applications and database hardware in Contractor Primary Data Center and replicated to Contractor Secondary Data Center. Data security shall be provided as required by Exhibit I (Information Security and Privacy Requirements). Hosted Environment shall provide redundancy at all tiers of the environment, redundant clustered firewalls with redundant Internet connections, running industry standard secure inspection, and analysis software. Contractor

commits to the RPO specified in this Contract. Contractor shall utilize replication, shadowing, and snap-shot technologies between physical systems and Hosted Environment. In the event of a significant Contractor Primary Data Center failure, a failover to the Contractor Secondary Data Center shall be completed. Contractor commits to the RTO hosting service level specified in this Contract.

Disaster Recovery

As part of Hosting Services and Support Services, Contractor shall also be responsible for Disaster Recovery Services and update of its formal Disaster Recovery/Business Continuity Plan.

Contractor or County may declare an event a Disaster. Upon occurrence of a Disaster, Contractor shall follow the Disaster Recovery Plan reviewed and approved by County while providing the following:

1. Contractor shall have complete responsibility for restoration of the System.
2. In the event of a Disaster declaration, Contractor shall be required to maintain regular and consistent communication with County about the outage and steps taken to restore the System.
3. Contractor commits to the RPO and RTO hosting service levels provided in the Contract.

7.4 System Availability SLA

During the Subscription Term, Contractor commits to an availability or Uptime percentage of 99.80% during each calendar month (“Service Availability Percentage”),:

1. System Availability shall be calculated as follows:

$$\frac{(Uptime - Downtime)}{(Uptime)} \times 100$$

2. Contractor will not be responsible for performance within the Los Angeles network (LANET) for County’s acts or omissions.

8. SERVICE CREDITS

- 8.1 Contractor will provide a report showing the Service Availability Percentage for each calendar month (“Monthly Report”).
- 8.2 If the Service Availability Percentage is not met during a calendar month and the County was negatively impacted (i.e., attempted to log into or access the System and failed), Contractor will provide the County with a Service Credit for such calendar

month. The Service Credit will be calculated in accordance with the table below. Service Credits represent County's sole and exclusive remedy for Contractor's breach of the SLA.

Service Availability Percentage (per Calendar Month)	Service Credit (% of Monthly Fees)
Below 99.80%	2.5%
Below 99.00%	5.0%
Below 98.00%	7.5%
Below 97.00%	10%
Below 95%	20%
Below 90%	25%
Below 85%	30%

8.3 In the event of a failure to meet the Service Availability Percentage as set forth in Section 8.2 in any given calendar month, the County may claim a Service Credit via Support Ticket (in accordance with Contractor's Standard Support Terms) within ten (10) business days after the end of such calendar month. County's Support Ticket must provide details of the relevant incident. Failure to comply with these reporting requirements may forfeit County's right to receive a Service Credit.

8.4 Any Service Credits will be applied against the next applicable invoice(s).

In no event will County be provided a Service Credit in cash, refund, or any form other than as a credit against an invoice unless a Service Credit is owed at the termination or expiration of this Agreement without a renewal order, in which case, such Service Credit shall be paid to County within ninety (90) days of the end of the Subscription Term.

9. **WITHHOLDING OF SERVICES**

Contractor warrants that during the term of the Contract it will not withhold Services provided hereunder, for any reason, including but not limited to a dispute between the parties arising under this Contract.

EXHIBIT J
ATTACHMENT 1 - MAINTENANCE HOURS AND DETAILS PER SERVICE LEVEL
PURCHASED

Maintenance Hours and Details Per Service Level Purchased

	STANDARD	PREMIUM	PLATINUM
Hours (English)	8am to 6pm (M – F) [†]	Severity 1: 24x5 (M – F) [†] Severity 2-3: 8am to 6pm (M – F) [†]	Severity 1: 24x7 (M – Su) [†] Severity 2-3: 8am to 6 pm (M-F) [†]
# of Customer Contacts	2	Up to 5	Up to 10
Channels	CSE		
Review Call	Monthly	Monthly	Weekly

[†] Times are local to County's region and exclude local public holidays.

Maintenance SLA*

PLATINUM SERVICE LEVEL [†]		
SEVERITY LEVEL	RESPONSE TIME**	RESOLUTION TIMES***
1 (Blocking Defects)	Within 1 hour	Within 10 hours
2 (Major Defects)	Within 4 hours	Within 5 days
3 (Minor Defects)	Within 10 hours	Maintenance Release

* The above Service Levels do not apply during the Hypercare period. Hours refers to business hours; days shall refer to business days.

** The response time commences at the time a Defect is reported by County or Contractor via CSE.

*** 95% of Severity Level 1, 92% of Severity Level 2 and 90% of Severity Level 3 Defects will be resolved within the Resolution Times indicated in chart. The Resolution Time commences at the time Contractor discovers the Defect and promptly notifies County via a ticket created in CSE or becomes aware of a Defect in Production as reported by County via CSE. Resolution Service Levels do not apply during the Hypercare period. The Resolution Time is reset if additional information critical to resolution of the Defect is reasonably required from County and will restart upon receipt of valid information that enables Contractor to reproduce the Defect.

[†] Note that response times for Platinum service levels are dependent on Contractor resources being allowed to support requests and access Submitted Data from all Contractor locations worldwide (France, Canada, India and US).

EXHIBIT J
ATTACHMENT 2 - ePROCUREMENT UPGRADE PROCESS

After the initial “go live” for Release 1, County has an active subscription and is entitled to future supported versions of the System, and is covered by its Subscription Fees. Typically, the most recent product major version is a “destination” for a prospective Upgrade. Contractor recommends an Upgrade every 12 to 18 months and requires customers to Upgrade at least once every 2 years.

- 1. Resources.** The Subscription Fees for the System detailed in this Contract include the Contractor resources required to support an Upgrade, except that new features or modules introduced in the upgraded version, may require additional fees for Professional Services associated with their implementation, if requested by the County.
- 2. Prerequisites for Upgrades.** Upgrades will only start after completion of the Kickoff and Planning phase. The “destination” version of the Upgrade must be generally available at the end of the preparation phase.
- 3. Enhancement Pause.** The Upgrade Process requires a “pause” in any on-going enhancement work commencing on the start of the technical upgrade stage until “go-live” of the Upgrade.
- 4. Contractor Upgrade Process**
 - (a) The estimated overall duration for an Upgrade is dependent on its complexity. A project plan stating the dates and resources for the project must be approved by the Parties and will work with the County to discuss and detail the functional and technical impacts of the new version for the Upgrade including but not limited to changes to existing configurations, new configurations, updates to reports and integrations, and the list of changes for each module subscribed. To reduce the duration of the Upgrade Process, Contractor recommends implementing standard features and upgrading regularly. Contractor will advise County on the specific estimated duration of its Upgrade as part of the Project Plan. The diagram below illustrates the high-level steps involved in an Upgrade.
 - (b) County resources are expected to facilitate the following as part of the Upgrade Process: (i) With input of Contractor, County is responsible for the UAT of the new release and for the change management in its’ organization related to the new release; and (ii) with input of

Contractor, County will provide detailed project test scripts to Contractor during the Kick-Off & Planning meeting.

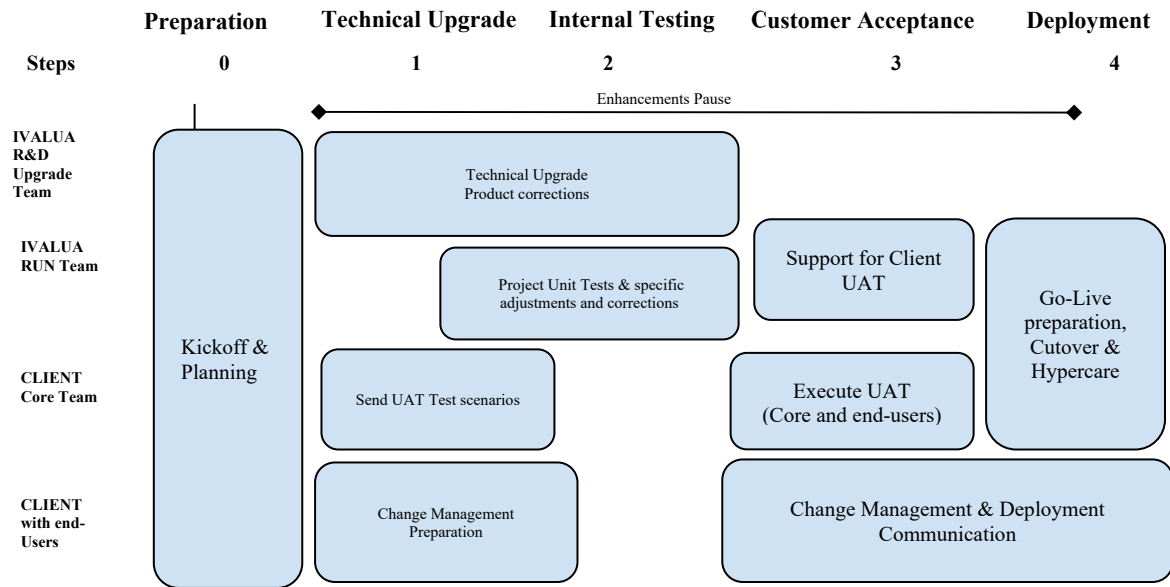


EXHIBIT J
ATTACHMENT 3 - CONTRACTOR DATA PROTECTION ADDENDUM

This Data Protection Addendum is incorporated into and forms part of the Contract and is subject to the provisions therein. Capitalized terms used but not defined herein have the meaning set forth in the Contract. Except as modified below, the terms of the Contract shall remain in full force and effect.

1. DEFINITIONS

- 1.1. **"Contract"** means the contract governing the County's access and use of the Contractor System.
- 1.2. **"CCPA"** shall mean the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq. as amended by the California Privacy Rights Act of 2020, and its implementing regulations.
- 1.3. **"Controller"** means an entity that determines the purposes and means of the Processing of Personal Data.
- 1.4. **"Data Subject"** means a natural person whose Personal Data is Processed in the context of this Data Privacy Addendum.
- 1.5. **"Data Protection Laws"** means all laws and regulations relating to data protection and privacy, including the GDPR, the UK GDPR, the Swiss DPA, the PIPEDA and the CCPA, applicable to the Processing of Personal Data under the Contract.
- 1.6. **"GDPR"** shall mean Regulation (EU) 2016 / 679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regards to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
- 1.7. **"Personal Data"** means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.8. **"PIPEDA"** shall mean the Canadian Personal Information Protection and Electronic Documents Act.
- 1.9. **"Processing"** (and its cognates) means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, storage, structuring, organization, adaptation, or alteration, retrieval, consultations, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 1.10. **"Processor"** means an entity that Processes Personal Data on behalf of a Controller.

- 1.11. **"Restricted Transfer"** means: (i) where the GDPR applies, a transfer of Personal Data from the European Economic Area to a country outside of the European Economic Area which is not subject to an adequacy determination by the European Commission; (ii) where the UK GDPR applies, a transfer of Personal Data from the United Kingdom to any other country which is not based on adequacy regulations pursuant to Section 17A of the United Kingdom Data Protection Act 2018; and where the Swiss DPA applies, a transfer of Personal Data from Switzerland to any other country which is not based on an adequacy decision recognized under the Swiss DPA.
- 1.12. **"Supervisory Authority"** means any regulatory, supervisory, governmental, or other competent authority with jurisdiction over compliance with the Data Protection Laws.
- 1.13. **"Swiss DPA"** means the Swiss Federal Data Protection Act of 19 June 1992 and its corresponding ordinances as amended from time to time.
- 1.14. **"UK GDPR"** means the GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom's European Union (Withdrawal) Act 2018.
- 1.15. **"Standard Contractual Clauses"** means (i) where the GDPR applies, the contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council ("SCCs"); (ii) where the UK GDPR applies, the "International Data Transfer Addendum to the EU Commission Standard Contractual Clauses" issued by the Information Commissioner under s.119A(1) of the Data Protection Act 2018 ("UK Addendum"); and (iii) where the Swiss DPA applies, the SCC's with the Swiss additions ("Swiss SCCs").

2. **PROCESSING OF PERSONAL DATA**

- 2.1. With respect to Personal Data within Submitted Data, the parties agree that the County is the Controller and Contractor is the Processor. County shall comply with Data Protection Laws and ensure that any instructions it issues to Contractor shall comply with Data Protection Laws.
- 2.2. Contractor shall comply with Data Protection Laws when carrying out its obligations under the Contract. Contractor shall only Process Personal Data as a Processor in accordance with County's written instructions or as required by the law. County instructs Contractor to Process Personal Data to perform the Services and as described in this Data Privacy Addendum and the Contract. This Data Privacy Addendum, the Contract and any written instructions provided under this clause are County's complete and final instructions to Contractor for the Processing of Personal Data. Contractor shall not be bound by additional or alternate instructions except pursuant to the Parties' written agreement.
- 2.3. The Customer acknowledges that Ivalua is not responsible for determining the requirements of all laws applicable to the Customer's business, including but not limited to Data Protection Laws, The Customer will ensure that Ivalua's Processing of Customer Personal Data, when done in accordance with Customer's instructions, will not cause Ivalua to violate any applicable law, regulation, or rule, including but not limited to Data Protection Laws. Ivalua

shall promptly notify the Customer, in writing, unless prohibited from doing so under Data Protection Laws, if it becomes aware or believes that any data Processing instruction from the Customer violates any Data Protection Laws.

3. **ASSISTANCE**

- 3.1. Contractor shall, to the extent it may be legally permitted, promptly notify the County if Contractor receives a request from a Data Subject to exercise any rights under Data Protection Law (with each such request being a “**Data Subject Request**”). If Contractor receives a Data Subject Request in relation to County Personal Data, Contractor will advise the Data Subject to submit their request to the County and the County will be responsible for responding to such request. For the avoidance of doubt, Contractor shall not be obligated to grant a Data Subject Request where the Data Subject is not entitled to the relief sought.
- 3.2. Contractor shall, at the request of the County, and taking into account the nature of the Processing, reasonably assist the County in the fulfillment of County’s obligation to respond to a Data Subject Request under the Data Protection Laws and/or in demonstrating such compliance, where possible; provided that (i) the County is itself unable to respond without Contractor’s assistance and (ii) Contractor is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws.
- 3.3. Contractor shall provide County with reasonable assistance and cooperation to support its obligation to conduct a data protection impact assessment in accordance with Data Protection Law including, if necessary, to assist County to consult with its relevant data protection authority. Contractor providing County with access to the relevant requested information shall satisfy the requirement to provide reasonable assistance and cooperation to the County under this Section.

4. **TERM**

- 4.1. Upon termination or expiration of the Contract, Contractor shall (at County's election) destroy or return to County all Personal Data within the Submitted Data in accordance with Section 6.4 of the Contract (including all copies of the Personal Data in Contractor’s possession or control). Parties hereby acknowledge that Personal Data is part of Submitted Data. Notwithstanding the expiration of the Contract, this Data Privacy Addendum will remain in effect until, and automatically expire upon, Contractor’s deletion or return to County of all Personal Data.
- 4.2. Expiration of this Data Privacy Addendum shall not discharge the parties from their confidentiality obligations pursuant to Section 10.
- 4.3. If Contractor has a legal obligation to retain Personal Data beyond the period otherwise specified by the Contract, Contractor will notify County in writing of that obligation, to the extent permitted by law, and will return or destroy Personal Data in accordance with the Contract after expiration of its legal obligation.

5. SUBPROCESSING

- 5.1. County consents to Contractor engaging sub-processors to Process Personal Data in accordance with the provision of the Contract. The current list of sub-processors is set out at the following link <https://www.ivalua.com/contract/>. Contractor shall provide at least 30 days' prior notice of the addition or removal of any sub-processor (including details of the processing it performs or will perform), which may be given by posting details of such addition or removal at the following <https://www.ivalua.com/contract/>. County may object within 14 days of the prior notice to Contractor's appointment of a sub-processor on reasonable grounds relating to the protection of the County Personal Data, and then either Contractor will not appoint the sub-processor or County and Contractor will discuss in good faith the potential impact of such refusal on the Services and especially the elected Service Levels and Hosting options.
- 5.2. Contractor shall remain fully liable to the County for the performance of any sub-processor that fails to fulfill its obligations under this Data Privacy Addendum.
- 5.3. Contractor shall ensure that the sub-processor is bound by data protection obligations compatible with those of Contractor under this Data Privacy Addendum, shall supervise compliance thereof, and shall impose on its sub-processors the obligation to implement appropriate technical and organizational measures in such a manner that the Processing will meet the requirements of Data Protection Laws.

6. SECURITY

- 6.1. Taking into account the state of the art, the costs of implementation for both parties and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the parties shall implement appropriate technical organizational measures to ensure a level of security of the Processing of Personal Data appropriate to the risk. The measures shall include, at a minimum the security measures agreed to in this Contract and in Annex II of the Contract – Data Security Program.
- 6.2. The parties shall maintain written security policies that are fully implemented and applicable to the Processing of Personal Data. At a minimum, such policies should include assignment of internal responsibilities for information security management, devoting adequate personnel resources to information security, carrying out, as legally permissible verification checks on permanent staff who will have access to Personal Data, conducting appropriate background checks, requiring employees and sub-processors with access to Personal Data to enter into adequate written confidentiality provisions, and conducting training to make employees and sub-processors with access to Personal Data aware of information security risks of the Processing.
- 6.3. Contractor's adherence to either an approved code of conduct or to an approved certification mechanism recognized under Data Protection Laws and/or the Supervisory Authority and/or the IT industry recognized standards such as ISO 27001, SSAE 3401 I & II, may be used as an element which demonstrates Ivalua's compliance with the requirements set out in Section 6.1, provided that the requirements contained in Contractor's Data Security Program are also addressed by such code of conduct or certification mechanism. Upon written request,

Contractor will provide the County with a copy of its current SOC 2 Report. Ivalua reserves the right to reasonably refuse to provide additional information to that extent as it might potentially lead to an unauthorized disclosure of information of its customers and vendors under such standards.

- 6.4. The parties acknowledge that security requirements are constantly changing, and that effective security requires frequent evaluation and regular improvements of security measures. Contractor will therefore evaluate and implement the measures in accordance with Section 6 on an on-going basis. The Parties will negotiate in good faith the cost, if any, to implement material changes required by specific updated security requirements set forth in the Data Protection Laws or by data protection authorities of competent jurisdiction.

7. SECURITY BREACH

- 7.1. A "**Personal Data Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data within Submitted Data Processed by Contractor under the Contract.
- 7.2. Contractor will notify County of a Personal Data Breach in accordance with Section 8.4 of the Contract.

8. AUDIT

- 8.1. Upon County's request, Contractor shall provide County with a copy of Contractor's most recent annual third-party assessment, such as an ISO 27001, SSAE 16 SOC 2, ISAE 3402 or similar assessment ("Audit Report"), provided that such Audit Report shall be deemed Confidential Information of Contractor.
- 8.2. If County has a reasonable basis to conclude that an Audit Report provided by Contractor is not satisfactory to confirm Contractor's compliance with this Data Privacy Addendum, County may, at County's sole expense, upon thirty (30) days' prior notice, request an audit during normal business hours of those Contractor systems and records relevant to Contractor's Processing of Personal Data on County's behalf. County's audit right under this Section is limited to once in any twelve (12) calendar month period.
- 8.3. In addition, in the event of a confirmed Personal Data Breach or if required by a Supervisory Authority of competent jurisdiction, County shall be entitled, subject to providing at least 30 days' notice to Contractor, to carry out, or, have carried out by a third party who has entered into a written confidentiality agreement with County with terms no less protective than those in the Contract with respect to protection of Contractor's Confidential Information, to audit Contractor's systems and records relevant to Contractor's Processing of Personal Data on County's behalf.

9. INTERNATIONAL DATA TRANSFERS

- 9.1. The parties agree that Contractor may transfer Personal Data Processed under this Data Privacy Addendum outside the EEA, United Kingdom and Switzerland, as necessary to provide the Services and in accordance with Data Protection Laws. To the extent Contractor's

cross-border Processing of Personal Data involves a Restricted Transfer, Module 3 of the Standard Contractual Clauses constitutes the legal basis for any such Restricted Transfer. Contractor's inter-company international transfers are listed here: <https://www.ivalua.com/contract/>

- 9.2. Contractor shall not participate in (nor permit any sub-processor to participate in) any other Restricted Transfers of Personal Data (whether as an exporter or an importer of the Personal Data) unless the Restricted Transfer is made in full compliance with Data Protection Law and pursuant to Standard Contractual Clauses implemented between the relevant exporter and importer of the Personal Data.

10. **CONFIDENTIALITY**

Without prejudice to confidentiality provisions set forth in the Contract, Contractor shall treat all Personal Data as confidential and shall inform its employees, agents and/or approved sub-processors engaged in the Processing of Personal Data of the confidential nature of the Personal Data. Contractor shall ensure that all such persons or parties have signed an appropriate confidentiality agreement, are otherwise bound to a duty of confidentiality, or are under appropriate statutory obligation of confidentiality.

11. **CONFLICTS WITH THE AGREEMENT**

In the event of any conflict or inconsistency between this Data Privacy Addendum and the terms of the Contract, the Contract shall prevail with respect to Personal Data.

12. **JURISDICTION SPECIFIC TERMS**

- 12.1. **State of California (USA).** To the extent that CCPA is applicable, except as permitted under the Contract, this Clause 12.1 shall take precedence to the extent of any contradictory term otherwise contained herein solely with respect to Processing of Personal Data in the Contract:
- 12.1.1. To the extent Contractor acts as a "Service Provider" as defined in CCPA Section 1798.140(ag)(1) in addition to the obligations set forth above, Contractor will not (i) Sell or Share Personal Data; (ii) retain, use, or disclose Personal Data for any purpose other than for the business purposes specified in the Contract, including retaining, using, or disclosing it for a commercial purpose other than the business purposes specified in the Contract or as otherwise permitted under Data Protection Law; (iii) retain, use, or disclose Personal Data outside of the direct business relationship between County and Contractor; or (iv) combine it with Personal Data it receives from or on behalf of another entity or that it collects from its own interaction with the Data Subject unless permitted by the CCPA. To the extent required by the CCPA, Contractor certifies that it understands these restrictions and will comply with them.
- 12.1.2. In addition to the obligations set forth in Clause 12.1.1, Contractor will, regardless of its role under the CCPA (i) process Personal Data only for the limited and specified purposes under the Contract and this Data Processing Addendum; (ii) comply with applicable obligations under the CCPA and provide the same level of privacy protection as is required by the CCPA, (iii) allow County to take reasonable and

appropriate steps to ensure that Contractor uses Personal Data in a manner consistent with County's obligations under the CCPA; (iv) notify County if Contractor makes a determination that it can no longer meet its obligations under the CCPA; and (v) allow County, upon reasonable notice, to stop and remediate Contractor's unauthorized use of Personal Data.

EXHIBIT J**ATTACHMENT 4 - CONTRACTOR GUIDELINES FOR CONFIGURATIONS**

These guidelines apply to both the initial implementation by Contractor and to any subsequent configurations made post “go live” by or on behalf of County.

1. Contractor Customer Support Extranet (“CSE”):

CSE is the mandatory tool for managing configurations, their versioning, and deliveries. Its primary purpose is to enable comprehensive audit trails and establish a reliable foundation for the ongoing maintenance of the Cloud Service. It is the responsibility of the County to ensure that all personnel acting on its behalf input configurations and document relevant use cases within CSE.

2. Contractor Academy Certifications:

To engage in any configuration of the System, individuals must possess a Level 2 (L2) certification for general functional administration, and a Level 3 (L3) certification specific to the configuration of modules and integrations. The L3 certification must be directly related to the module being configured (e.g., L3 S2C certification for those configuring the Sourcing module). In addition, individuals involved in the creation and management of configuration deliveries, must obtain the Project Release Manager (PRM) certification. It is required that at least two individuals, who are involved in the initial implementation, obtain the PRM certification.

3. Environment Management:

All configurations must be done in the development environment and follow the delivery & test processes made available to County via CSE. Configurations in production or in test environments are not authorized.

4. Design:

Design documentation is mandatory before “go live”, and must encompass all County-specific business scenarios, detailing the approach for addressing and configuring these scenarios within the application. The design documentation must be updated by Contractor upon conclusion of Hypercare (as defined below under Section 9).

5. Major Release Upgrades & Minor Release Updates:

5.1 Upgrades During County’s Initial Implementation. If prior to the initial “go live” date of County’s production environment Contractor makes a new major product release generally available to its customers, Contractor will notify County and upgrade County’s environment to the latest version. The implementation project will proceed as per the Contract on the latest upgraded version based on the contracted functionality and scope, and any new features or functionality made available as part of the Upgrade are out of scope, unless the parties amend their agreement.

5.2 Minor Release Updates. Throughout the initial implementation, minor version updates are applied automatically, transitioning to manual updates post-User Acceptance Testing (UAT). Prior

to the conclusion of Hypercare (as defined below under Section 9), the production environment must be updated to the most recent minor version, or be one month behind the latest minor version.

6. Security and Performance Compliance:

Personnel performing configurations on behalf of County are required to adhere to Contractor's Secure Configuration Guidelines, which are accessible to County via CSE.

7. Steering Committee:

Contractor will participate in the monthly Project steering committee meetings with its Subcontractors or, alternatively, engage in a monthly meeting with County's executive leadership.

8. Delivery to Production Protocols:

8.1 Production Delivery. All production deliveries shall only proceed upon receipt of a formal written approval from the County in CSE.

8.2 Technical Automated Controls. Prior to the initiation of any production phase, County is responsible to ensure that any concerns identified within the technical automated controls, as provided by Contractor, are resolved in order to ensure compliance and readiness for production deployment.

9. Hypercare:

"Hypercare" means the sixty (60) day period after each "go-live" for Release 1, Release 2, and Release 3 of the System during which the System is stabilized. During Hypercare the Contractor remains responsible for Defect correction.

9.1 Transition from Subcontractor to Contractor. Prior to handover of the application to Contractor's maintenance team at the conclusion of Hypercare, the System must demonstrate proven stability and a cleared Defect backlog. This entails sufficient utilization in the production environment to ensure stability, with no open critical or major defects. In the case of minor defects, the County has the option to either mandate the Contractor's subcontractor to resolve these issues prior to concluding Hypercare, or to consent to the transfer of these minor Defects to Contractor's maintenance team, in which case Contractor will work to resolve the backlog within a reasonable time to be mutually agreed by the Parties.

9.2 Acceptance. Contractor shall achieve Final Acceptance as provided for in the Contract.

September 30, 2025

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

INTERNAL SERVICES DEPARTMENT

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE

FY 2025-26

4 - VOTES

SOURCES		USES	
GENERAL FUND		INTERNAL SERVICES	
A01-3052		A01-IS-5500-13100	
COMMITTED FOR IT ENHANCEMENTS		OTHER CHARGES	
DECREASE OBLIGATED FUND BALANCE	8,790,000	INCREASE APPROPRIATION	8,790,000
SOURCES TOTAL		USES TOTAL	
\$ 8,790,000		\$ 8,790,000	

JUSTIFICATION

Reflects the cancellation of obligated fund balance Committed for Information Technology Enhancements to fund the FY 2025-26 year-one contract implementation costs of the County's e-Procurement system.

Vanessa Esparza

Digitally signed by Vanessa Esparza
Date: 2025.08.12 15:15:18 -07'00'

AUTHORIZED SIGNATURE

VANESSA ESPARZA, ISD, ADMIN DEPUTY

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR---

☐ ACTION



RECOMMENDATION

Andrea

Digitally signed by Andrea Turner
Date: 2025.08.13 15:55:39 -07'00'

BY Turner

AUDITOR-CONTROLLER

B.A. NO. 014

DATE 8/13/25



APPROVED AS REQUESTED



APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

Anthony

BY Baker

Digitally signed by Anthony Baker
Date: 2025.08.14 14:38:39 -07'00'

DATE 8/14/25

List of Tables

Table 1: Total Project Costs

Category	Amounts
Implementation Services	\$11,790,000.00
SAAS Subscription / License	\$18,285,296.67
3-Month Auditor-Controller (A-C) Design, Development, and Alignment Phase	\$1,890,000.00
Contingency / Pool Dollars	\$6,393,259.33
Total Project Costs	\$38,359,556.00

Table 2: Budget Authorization by Fiscal Year

Fiscal Year (FY)	Contract Year	Implementation Services	SAAS Subscription / License	3-Month A-C Design, Development Alignment Phase	Contingency / Pool Dollars	Annual Funding Requirement
FY 2025-26	1	\$5,675,000.00	\$1,225,470.89	1,890,000.00	\$1,758,094.18	\$10,548,564.89
FY 2026-27	2	\$3,865,000.00	\$1,225,470.89		\$1,018,094.18	\$6,108,564.89
FY 2027-28	3	\$2,250,000.00	\$1,225,470.89		\$695,094.17	\$4,170,564.89
FY 2028-29	4		\$1,956,224.00		\$391,244.80	\$2,347,469.00
FY 2029-30	5		\$1,956,224.00		\$391,244.80	\$2,347,469.00
FY 2030-31	6		\$2,014,911.00		\$402,982.20	\$2,417,893.00
FY 2031-32	7		\$2,075,358.00		\$415,071.60	\$2,490,430.00
FY 2032-33	8		\$2,137,619.00		\$427,523.80	\$2,565,143.00
FY 2033-34	9		\$2,201,748.00		\$440,349.60	\$2,642,098.00
FY 2034-35	10		\$2,267,800.00		\$453,560.00	\$2,721,360.00
Total		\$11,790,00.00	\$18,286,296.67	\$1,890,000.00	\$6,393,259.33	\$38,359,556.30

Table 3: Total Project Costs by Contract Years

Category	Amount	Totals
Initial Contract Costs (Year 1 –3)		
a. Implementation Services	\$11,790,000.00	
b. SAAS License	\$3,676,412.67	
c. 3-Month A-C Design, Development Alignment Phase	\$1,890,000.00	
Implementation Services	Sub-Total	\$17,356,412.67
d. Contingency / Pool Dollars	\$3,471,282.53	
Contingency / Pool Dollars	Sub-Total	\$3,471,282.53
Service Level Agreement (Year 1-3)		\$20,827,695.20
Initial Contract Costs (Year 4-5)		
e. SAAS License	\$3,912,448.00	
f. Contingency / Pool Dollars	\$782,489.60	
Service Level Agreement (Year 4-5)	Sub-Total	\$4,694,937.60
Total Contract Costs (Years 1-5)		\$25,522,632.80
Five One-Year Extension Option Contract Costs (Year 6-10)		
g. SAAS License	\$10,697,436.00	
h. Contingency / Pool Dollars	\$2,139,487.20	
Service Level Agreement (Year 6-10)	Sub-Total	\$12,836,923.20
Total Project Cost		\$38,359,556.00



**Chief
Information
Office**

Peter Loo
CHIEF INFORMATION OFFICER

CIO ANALYSIS

BOARD AGENDA DATE:

9/2/2025

SUBJECT: SUBJECT:

CONTRACT FOR NEW EPROCUREMENT SYSTEM

CONTRACT TYPE:

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

SUMMARY:

The Los Angeles County Internal Services Department (ISD) is requesting delegated authority to execute a competitively solicited contract with Ivalua, Inc. for a five-year initial term with an option of five one-year extensions for a potential term of ten years for implementation of, maintenance, hosting, and support of Ivalua SaaS Solutions, a cloud-hosted, Software-as-a-Service (SaaS), comprehensive eProcurement Solution. ISD is further requesting delegated authority to be able to amend certain terms and conditions, make changes to the Contract statement of work, and if necessary, terminate for convenience, during the Contract term.

The proposed solution will replace the Los Angeles County's current eProcurement Solution, e-CAPS Financial and Procurement, deployed in 2005, by CGI. The new e-Procurement solution offers a fully integrated SaaS solution to ensure management of the entire procurement life cycle, which will now include service contracts in addition to purchase orders that were previously handled in e-CAPS, along with enhanced analytical reporting capabilities while providing an intuitive, user-friendly interface.

CONTRACT AMOUNT:

38,359,556.00

FINANCIAL ANALYSIS:**Contract costs:****One-Time Costs:**

Implementation Services	\$	11,790,000.00 ¹
Subtotal One-Time Costs:	\$	11,790,000.00

Ongoing Annual Costs:

Year 1 SaaS Licensing Fees	\$	1,225,470.89
Year 2 SaaS Licensing Fees	\$	1,225,470.89
Year 3 SaaS Licensing Fees	\$	1,225,470.89
Year 4 SaaS Licensing Fees	\$	1,956,224.00
Year 5 SaaS Licensing Fees	\$	1,956,224.00

Subtotal Ongoing Costs:	\$	7,588,860.67
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Optional Extension Costs:

Year 6 SaaS Licensing Fees	\$	2,014,911.00
Year 7 SaaS Licensing Fees	\$	2,075,358.00
Year 8 SaaS Licensing Fees	\$	2,137,619.00
Year 9 SaaS Licensing Fees	\$	2,201,748.00
Year 10 SaaS Licensing Fees	\$	2,267,800.00

Subtotal Optional Costs:	\$	10,697,436.00
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Total – Contract Sum.....	\$	30,076,296.67
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90-Days Extension to Implementation Period.....	\$	1,890,000.00²
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Contract Pool Dollars	\$	6,393,259.33³
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Additional Optional Support Costs & Implementation Work:

Additional 30-Days of Hypercare for Release 1.....	\$	119,040.00 ⁴
Additional 30-Days of Hypercare for Release 2.....	\$	119,040.00 ⁴
Additional 30-Days of Hypercare for Release 3.....	\$	119,040.00 ⁴

Total – Maximum Contract Sum.....	\$	38,359,556.00
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Notes:¹ Includes 5 implementation phases² ISD has added this optional extension to Max Contract Sum (referenced in the risks)³ 20% contingency for unanticipated increases in work or special projects⁴ During Hypercare periods Contractor remains responsible for defect correction

Risks:

1. **Project Management and Governance** – To ensure a successful project, the Office of the Chief Information Officer (OCIO) recommends a strong project governance and dedicated project manager to ensure adherence to schedule and budget, to manage scope changes, to manage contractor performance, to manage coordination of integrations across the County's budget system, and to represent the needs of the ISD business users, along with the other multiple departmental users. Clear roles and responsibilities ensure accountability, streamline collaboration, and reduce misunderstandings, driving project success. The OCIO recommends the addition of a RACI matrix deliverable to clearly define internal and external stakeholders and their responsibility in the project. Our office recommends use of the existing Enterprise Advisory Committee to communicate and coordinate the integration of related systems and on-boarding of multiple departmental users. To mitigate risks proactively, the OCIO also recommends that the vendor be responsible for the creation and stewardship of a Risk Management plan within the Project Control documents. The project executive sponsor is ISD's Director, Michael Owh. The Project Manager will be ISD's Administration Deputy, Lawrence Gann. There are a few documents that should be included to ensure proper governance of the project.
2. **90-Day Extension Period** – The contract Pricing Schedule includes an optional \$1,890,000.00 to extend the implementation period by 90-days. In discussion with ISD, this contingency period was included to address the Auditor-Controller's concerns of internal resource constraints during Release 2. Since execution of this optional extension will not require Board approval, it is crucial that a Scope of Work and/or deliverables associated with the extension are documented to ensure an appropriate return on investment and vendor management.
3. **Change Management** – Effective change management is critical to the success of any IT initiative, as it ensures project adjustments are thoughtfully evaluated, documented and communicated to all stakeholders. A well-defined change management process helps minimize project risk, controls scope, maintains alignment with organizational goals, and ensures transparent communication to different County Stakeholders. The OCIO suggests the creation of an ISD-led Change Management Program (CMP) which will interface with the vendor and all the County stakeholders. This CMP's main responsibilities would be to identify and engage all stakeholders, communicate and plan execution, analyze change impact, conduct business readiness, and reduce resistance. The Change Management Program should report directly to County leadership for regular report outs. This will provide structure and transparency while providing project control and stakeholder confidence.
4. **Contractor Performance Management** – A critical factor in the success of the project is management of Contractor performance. The Contract has provisions to ensure acceptable contractor performance and correction of deficiencies during the implementation phases. There are two areas of financial remedy that are highlighted. First, while the contract does include Liquidated Damages, these are limited to maximum of 10% of the amount payable for 22 Key Deliverables. As such, the potential maximum amount of damages accounts for only \$360,000, or 3.05% of the Implementation cost, or 0.94% of the Contract Sum. Generally, industry standard of liquidated damages is 5-10% of the implementation costs. However, since this is a deliverable based Contract for implementation work, the Contractor will not get paid until deliverables are completed. While this will result in additional controls for timely delivery through the deliverable payment process, ISD should still maintain good project controls and oversight to maintain timely delivery of work. Second, the Contract does contain Service Level Agreements (SLA) that include

tiered Service Credits if the contractor falls below a range of System availability. In the agreement, System Availability is only evaluated monthly and there are no evaluations per issue. This calculation would allow the contractor to have an outage that could potentially last for days without a financially significant System Credit remedy being available until the end of the month.

5. **Information Security Review** – The Departmental Information Security Officer of ISD has reviewed the contract and determined that it conforms to the County’s Security Privacy Assessment.
6. **Technical Review** – The eProcurement system will become the authority for all contracts and purchase orders Countywide. As such, many transactions will occur throughout a day with corresponding data within the County’s financial accounting system, LACES. To ensure business continuity and to mitigate potential data loss, the OCIO recommends a lower Recovery Point Objective (RPO). As currently written a backup occurs nightly, however, the OCIO recommends a lower RPO in-line with industry standard for a critical system.
7. **Integration Review** – The eProcurement system is one component of the County’s broader financial ecosystem. A significant integration point will be with the Auditor-Controller’s LACES System. As described in the Project Management Review, strong communication between LACES Business/Technical stakeholders is a must to ensure a robust and resilient integration. The OCIO suggests that the vendor conduct impact assessments on their integrations with LACES prior to every release to ensure no misalignment between the products. This could prevent significant disruption in the future.
8. **Contract Risks** – County Counsel participated in its negotiation and approved the Contract as to form.

PREPARED BY:

JUAN PASTOR, DEPUTY CHIEF INFORMATION OFFICER

DATE

APPROVED:

PETER LOO, CHIEF INFORMATION OFFICER

DATE

RFP Posting on the County's "Doing Business with Us" Website

Request for Proposals CMS(RPFC) Dept: IS ID: CMS21000002 Ver: 1 Function: New Phase: Historical (Final) Modified by: e408153_07/06/21 05:15:51

Document Navigator

- Header
- Schedule of Events
- Terms and Conditions
- Commodity Group
- Commodity
- Commodity T & C
- Evaluation Criteria Group
- Evaluation Criteria Line
- Vendor List
- Free Form Vendor
- Vendor Rotation
- Commodity E-mail Push
- Publishing
- Supporting Documents

Header # 14

General Information | Contact | Templates | Add Templates | Reference Documents | Document Information | Additional Information

Record Date: 05/27/2021

Document Description: E-PROCUREMENT SYSTEM AND RELATED SERVICES (RFP# ITS-10600-S)

Procurement Folder: 2185011

Procurement Type ID: 1

Procurement Type: Unclassified

Default Form:

Solicitation Category:

System Gen List: No

Let Date: 05/27/2021

Published Date: 05/27/2021

Published Time: 20:17

Close Date: 07/20/2021

Close Time: 15:00

Vendor List Restricted Access to Solicitations?: ☐

Vendor List Restricted Responses?: ☐

Prohibit Online Responses: ☐

Restrict Public Access Ask Questions: ☐

Bid Receiving Location:

Attention:

Total of Header Attachments: 14

Total of All Attachments: 14

Prequalified List: ☐

Solicitation Name	REQUEST FOR PROPOSALS FOR E-PROCUREMENT SYSTEM AND RELATED SERVICES (RFP# ITS-10600-S)
Solicitation Description	The Los Angeles County Internal Services Department is issuing this Request for Proposals to solicit proposals for a contract with a successful contractor that can provide a comprehensive web-based, contractor hosted, e-procurement solution in a cloud-based, software as a service ("SaaS") environment (collectively, "System"), with associated System implementation and support services. A Mandatory Virtual Proposer's Conference will be held on Thursday, June 10, 2021 at 9:00AM. Please refer to Section 7.4 (Mandatory Virtual Proposers' Conference) and Section 7.2 (RFP Timetable) for information regarding the Mandatory Virtual Proposer's Conference and RFP timeline.
Open Date	5/27/21
Closing Date & Time	7/20/21 3:00 P.M.
Contact Employee ID	548609
Contact Name	Wendy Mercado
Contact Phone	323-267-2210
Contact Email	ISDContracts@isd.lacounty.gov
eCAPS SO DOC ID	

Attachments	
Attachment Description	Attachment File Name
RFP for e-Procurement System and Related Services	01. RFP_e-Procurement System and Related Services
SOW	02. AppA-SOW (e-Procurement)
SOW Attachment 1	03. AppA-SOW Attachment1 Functional Requirements
SOW Attachment 2	04. AppA-SOW Attachment2 Technical Requirements
SOW Attachment 3	05. AppA-SOW Attachment3 Configuration Requirements
SOW Attachment 4	06. AppA-SOW Attachment4 OperationsMaintPerformance

RFP Posting on the County's "Doing Business with Us" Website

SOW Attachment 5	07. AppA-SOW_Attachment5_Task Deliverable Accept Form
SOW Attachment 6	08. AppA-SOW_Attachment6_CDR
SOW Attachment 7	09. AppA-SOW_Attachment7_Change Order Request Form
Sample Contract	10. AppB-Sample Contract_e-Procurement
Sample Contract Exhibits	11. AppB-Sample Contract Exhibits A-J
Appendix C-Required Forms	12. AppC-Required Forms
Appendix C-Required Forms, Exhibit 11 (Pricing Sheet)	13. AppC-Required Forms_Exhibit 11-Pricing Sheet
Appendix D-Transmittal to Request a Solicitation Requirements Review	14. AppD-Transmittal to Request a SRR

Commodity Code
20871-SOFTWARE-MICROCOMPUTER-PURCHASING

Evaluation Criteria Line	
Description	Requirements for online responses: For this solicitation, vendors must respond online at: https://lacovss.lacounty.gov . For questions, please contact the contract analyst at ISDContracts@isd.lacounty.gov

Contracting Opportunity Announcement & Distribution List

Primary:

- 20871-SOFTWARE-MICROCOMPUTER-PURCHASING 419

Ancillary used in separate email notification to vendors:

- 20972-SOFTWARE:MINI & MAINFRAME COMPUTER-PURCHASING **325**
- 91887-CONSULTING SERVICES – PURCHASING **228**
- 92007-SERVICE - APPLICATIONS SOFTWARE FOR MICROCOMPUTER SYSTEMS: BUSINESS, **705**
- 92014-SERVICE - APPLICATIONS SOFTWARE (FOR MINICOMPUTER SYSTEMS) **719**
- 20853-SOFTWARE-MICROCOMPUTER-INTEGRATED **587**
- 91829-CONSULTING SERVICES - COMPUTER SOFTWARE **1807**
- 92040-PROGRAMMING SERVICES, COMPUTER **652**
- 92047- SUPPORT SERVICES, COMPUTER **610**
- 20837-SOFTWARE-MICROCOMPUTER-DATABASE **928**
- 20938-SOFTWARE:MINI & MAINFRAME COMPUTER- DATABASE **649**
- 92063-SERVICE - SYSTEMS/EXECUTIVE SOFTWARE, MINICOMPUTER **429**
- 95823-MANAGEMENT SERVICES – COMPUTER **535**

NO.	COMPANY NAME:
1	PERISCOPE
2	BONFIRE
3	NEGOMETRIX
4	SAP ARIBA
5	IVALUA
6	PLANET BIDS
7	AUTOCENE
8	JAGGER PROCUREMENT
9	GEP
10	COUPA
11	MAINSRING
12	ICERTIS

Community Business Enterprise (CBE) Program Information

FIRM/ORGANIZATION INFORMATION*		CobbleStone Systems Corp. DBA CobbleStone Software	Ivalua, Inc.	Jagger, LLC	KPMG LLP	Periscope Holdings, Inc.	SAP Public Services, Inc. (subsidiary of SAP America, Inc, a subsidiary of SAP SE)
BUSINESS STRUCTURE		Corporation	Corporation	Limited Liability Company (LLC)	Other – Limited Liability Partnership (LLP)	Corporation	Corporation
RACE/ETHNIC COMPOSITION							
OWNERS/PARTNERS/ ASSOCIATE PARTNERS	Black/African American	4	N/A*	N/A**	39	N/A***	N/A****
	Hispanic/Latino	4			72		
	Asian or Pacific Islander	7			203		
	American Indian	0			1		
	Filipino	0			N/A		
	White	70			1,897		
Total # of Employees in California		0	76	N/A**	3,261	0	29,712
Total # of Employees (including owners)		85	700	N/A**	33,391	105	100,330
COUNTY CERTIFICATION							
CBE (Minority, Women, Disadvantaged, Disabled Veteran, LGBTQQ)		N/A	N/A	N/A**	N/A	N/A	N/A
LSBE		N/A	N/A	N/A**	N/A	N/A	N/A
OTHER COUNTY CERTIFICATION (SE OR DVBE) OR CERTIFYING AGENCY		N/A	N/A	N/A**	N/A	N/A	N/A

*Ivalua, Inc is owned by Ivalua SAS (a corporation); therefore, ethnicity information cannot be provided.

**JAGGAER is an equal opportunity employer. JAGGAER offers equal employment opportunities without regard to race, color, religion, sex (including pregnancy), national origin, age, disability, veteran status, and other protected class characteristics; however, these metrics are not disclosed in RFPs.

***Periscope is willing to disclose the associated information with an MNDA.

****SAP is a publicly listed company and the composition of its shareholders is diverse and unknown

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

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	9/3/2025	
BOARD MEETING DATE	9/30/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Fire Department (Fire)	
SUBJECT	10-year lease renewal for 2,584 square feet of office space and 9 on-site parking spaces at 6167 Bristol Parkway, Suite 220, Culver City, CA	
PROGRAM	Administration/Field office for Health Hazardous Materials Division	
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	None	
COST & FUNDING	Total cost: \$1,274,000	Funding source: The rental costs will be funded 100 percent by revenue generated from permit fees that is already included in Fire's existing budget. Fire will not be requesting additional NCC for this action.
	TERMS (if applicable): The proposed lease will have an annual cost of \$86,000 for the first year, which includes three months of rent abatement and parking costs. The landlord will be responsible for all operating expenses, including utilities, janitorial, repair and maintenance to the building.	
	Explanation: Sufficient funding to cover the proposed rent for the first year of the proposed lease term is included in the Fiscal Year 2025-26 Rent Expense budget and will be billed back to the Fire. Fire has sufficient funding in its Fiscal Year 2025-26 Operating Budget to cover the proposed rent for the first year. Future funding for the costs associated with the proposed lease will be addressed through the annual budget process for Fire.	
PURPOSE OF REQUEST	Approval of the recommended actions will authorize and provide continued use of office space for the Fire.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The County has leased the subject location since 2004. Lease has been in holdover since June 4, 2018, with no holdover fee. Landlord did not want to renew the lease because they had the building listed for sale. After the building was removed from market, the landlord then agreed to renew the lease accordingly. Proposed rent is \$39/SF annually which is below market range of \$43.80/SF-\$48/SF annually.	
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	Alexandra Nguyen-Rivera Section Chief, Leasing CEO Real Estate Division 213-974-4189 arivera@ceo.lacounty.gov	



**Chief
Executive
Office.**

COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 974-1101 ceo.lacounty.gov

CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

September 30, 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:

**TEN-YEAR LEASE
FIRE DEPARTMENT
6167 BRISTOL PARKWAY, CULVER CITY
(SECOND DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed ten-year lease to renew an existing lease to provide the Fire Department (Fire) continued use of 2,584 square feet of office space and nine on-site parking spaces for the Health Hazardous Materials Division (HHMD).

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed lease is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease with Bristol Capital Ventures, LLC (Landlord), for approximately 2,584 square feet of office space and nine on-site parking spaces located at 6167 Bristol Parkway, Suite 220, Culver City, (Premises) to be occupied by Fire. This proposes a lease for a term of ten years. The estimated maximum first year base rental cost is \$101,000, but with a three-month rent abatement of approximately \$26,000 and parking costs of \$10,800, will equal \$86,000. The estimated total of the proposed lease cost including parking is \$1,274,000 over the ten-year term. The rental costs will be funded 100 percent by revenue generated from permit fees that is already included in Fire's existing budget. Fire will not be requesting additional net County cost for this action.

3. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the proposed lease, and to take actions necessary and appropriate to implement the proposed lease, including, without limitation, exercising any early termination rights and one option to extend the term at fair market value for an additional five years. If this option is exercised, the total term for the proposed lease will be up to 15 years.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Fire has occupied the Premises since 2004 to house the HHMD, which is under Fire's Prevention Services Bureau. The existing lease expired on June 4, 2018, but the building was listed for sale and the Landlord did not want to renew the lease. The Landlord did not charge an additional fee during holdover. HHMD is responsible for implementing the Certified Unified Program Agency within the County's jurisdiction. The HHMD provides direct services coordinating administrative requirements, inspection activities, and enforcement activities involving hazardous waste and hazardous materials throughout parts of the County.

Based on Fire's assessment of its existing operations, Fire plans to reduce the size of the Premises from 3,426 square feet to 2,584 square feet, which is a reduction of 842 square feet, which will be demised at landlord's sole cost and expense. The proposed Premises will continue to house approximately nine staff using nine workstations. Of these nine staff, two staff are in the office full-time, while the remaining seven staff have field-based roles. These seven staff conduct inspections outside the office and receive visits from the public. For these reasons, teleworking is not a viable option for these critical staff members.

The proposed lease will enable Fire to remain and serve Los Angeles County, avoid relocation costs, and interruption of services for the HHMD team. The facility is easily accessible to public transportation routes and the 405 freeway.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan North Star 3 – *"Realize Tomorrow's Government Today"* – ensures we provide an increasingly dynamic and complex environment, challenges collective abilities to respond to public needs and expectations. LA County is an innovative, flexible, effective, and transparent partner focused on advancing the common good & being fiscally responsible.

The proposed lease is also consistent with the Strategic Asset Management Goal – Strengthen connection between service priorities and asset decisions and Key Objective No. 4 - Guide Strategic Decision-Making.

The proposed lease supports the above goals and objective by providing Fire with continued use of existing office space for administrative functions and direct services to the public.

The proposed lease conforms with the Asset Management Principles outlined in Enclosure A.

FISCAL IMPACT/FINANCING

The estimated maximum first year base rental cost is \$101,000, but with a three-month rent abatement of approximately \$26,000 and parking costs of \$10,800 will equal \$86,000. The aggregate cost associated with the proposed lease over the entire term is \$1,274,000 as shown in Enclosure B-1. The rental costs will be funded 100 percent by revenue generated from permit fees that is already included in Fire's existing budget. Fire will not be requesting additional net County cost for this action.

Sufficient funding to cover the proposed rent for the first year of the proposed lease amendment term is included in the Fiscal Year 2025-26 Rent Expense budget and will be billed back to Fire. Fire has sufficient funding in its Fiscal Year 2025-26 Operating Budget to cover the proposed rent for the first year. Future funding for the costs associated with the proposed lease will be addressed through the annual budget process for Fire.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In addition to the terms previously stated, the proposed lease also contains the following provisions:

- Upon commencement of the proposed lease, the annual rental rate will increase from \$27.48 per square foot, per year to \$39 per square foot, per year. Base rent is subject to annual increases based on the fixed annual increases of 3 percent.
- The Landlord has agreed to three months of rent abatement.
- The Landlord, at Landlord's sole cost and expense, will demise the Premises to reduce the square footage from 3,426 square feet to 2,584 square feet and will refresh the entire Premises.
- The Landlord is responsible for all operating and maintenance cost of the building and all utilities and janitorial costs. The County has no responsibility for any operating and maintenance costs.
- The annual parking rate will be \$10,800 for nine on-site parking spaces, which is the same rate that is currently being paid.
- A comparison of the existing lease and the proposed lease is shown in Enclosure B-2.

- The proposed lease includes a ten-year initial term with an option to extend the lease for an additional five years with 90 days' notice, at fair market rent. If all options are exercised, the total term of the proposed lease would be 15 years.
- The County has the right to terminate the proposed lease early any time after 84 months, with 90 days' notice.
- Holdover at the proposed lease expiration is permitted on the same lease terms and conditions. The monthly base rent during the holdover period will remain the same and subject to the regular annual increases.
- The proposed lease will be effective upon approval by the Board and full execution of the proposed lease, but the term and new rent will commence on the first day of the month following Board approval and full execution of the proposed lease by both parties.

The Chief Executive Office conducted a market search of available office space for lease, but was unable to identify any sites that could accommodate this requirement more economically. As Fire wanted to stay in its current location and the Landlord was willing to accommodate Fire's desire for a smaller premises, based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$43.80 and \$48 per square foot, per year. The base annual rental rate of \$39 per square foot, per year for the proposed lease represents a rate that is below the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

Co-working office space is not suitable for this requirement due to the nature and confidentiality of services provided by Fire at this location.

Enclosure C shows County-owned or leased facilities within the surveyed area, and there are no suitable County-owned or leased facilities available for this space requirement.

The Department of Public Works has inspected this facility and found it suitable for the County's occupancy. The required notification letter to the City of Culver City has been sent in accordance with Government Code Section 25351.

County Counsel has reviewed the proposed lease and approved it as to form. The proposed lease is authorized by Government Code Section 25351, which allows the County to enter into leases and agreements for the leasing of buildings, as necessary, to carry out the work of the county government.

The proposed lease will continue to provide a suitable location for Fire's program, which is consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012, as outlined in Enclosure D.

ENVIRONMENTAL DOCUMENTATION

This project is exempt from CEQA, as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board, and section 15301 of the State CEQA Guidelines (Existing Facilities). The proposed lease, which involves the leasing of existing office space with minor tenant improvements within an existing building, with no expansion of the existing building, is within a class of projects that have been determined not to have a significant effect on the environment and meets the criteria set forth in section 15301 of the State CEQA Guidelines (Guidelines), and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled, pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon the Board's approval of the recommended actions, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk and with the State Clearinghouse in the Office of Land Use and Climate Innovation in accordance with section 21152 (a) of the California Public Resources Code and will be posted to the County's website, pursuant to section 21092.2.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed lease will adequately provide the necessary office space and parking for this County requirement. Fire concurs with the proposed lease and recommendations.

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:JTC:JLC
HD:ANR:EG:ns

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Fire

**FIRE DEPARTMENT
6167 BRISTOL PARKWAY, SUITE 220, CULVER CITY**

Asset Management Principles Compliance Form¹

1.	<u>Occupancy</u>		Yes	No	N/A
	A	Does lease consolidate administrative functions? ²			X
	B	Does lease co-locate with other functions to better serve clients? ²			X
	C	Does this lease centralize business support functions? ²			X
	D	Does this lease meet the guideline of 200 sq. ft of space per person? ² Based on nine employees, it is about 287 sq.ft per person and larger due to conference room, reception area, waiting area, and a storage room.		X	
	E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? ² Parking ratio is 3.5/1,000 based on 9 parking spaces available		X	
	F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? ²	X		
2.	<u>Capital</u>				
	A.	Is it a substantial net County cost (NCC) program? 100% funded by permit fees		X	
	B	Is this a long-term County program?	X		
	C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
	D	If no, are there any suitable County-owned facilities available?		X	
	E	If yes, why is lease being recommended over occupancy in County-owned space?			X
	F	Is Building Description Report attached as Enclosure C?			X
	G	Was build-to-suit or capital project considered? ²			X
3.	<u>Portfolio Management</u>				
	A	Did department use CEO Space Request Evaluation (SRE)?	X		
	B	Was the space need justified?	X		
	C	If a renewal lease, was co-location with other County departments considered?			X
	D	Why was this program not co-located with other County departments?			
		1. ____ The program clientele requires a "stand alone" facility.			
		2. <u>X</u> No suitable County occupied properties in project area.			
		3. <u>X</u> No County-owned facilities available for the project.			
		4. ____ Could not get City clearance or approval.			
		5. ____ The Program is being co-located.			
	E	Is lease a full-service lease? ²	X		
	F	Has growth projection been considered in space request?	X		
	G	¹ Has the Dept. of Public Works completed seismic review/approval?	X		
¹ As adopted by the Board of Supervisors 11/17/98					
² If not, why not?					

[illegible]

COMPARISON OF THE PROPOSED LEASE TO EXISTING LEASE

	Existing Lease: 6167 Bristol Parkway, Suite 220	Proposed Lease: 6167 Bristol Parkway, Suite 220	Change
Area (Square Feet)	3,426 sq.ft.	2,584 sq.ft.	-842 sq.ft.
Term (years)	Five years	Ten years plus one five-year option to renew	Ten years plus one five-year option to renew
Annual Base Rent	\$94,000	\$101,000	+\$7,000 annually
Annual Parking Cost	None	\$10,800	+\$10,800
Total Annual Lease Costs payable to Landlord	\$94,000	\$86,000*	-\$8,000 annually in first year only
Rental rate adjustment	Annual CPI adjustments capped at 4 percent with a minimum of 2 percent.	Fixed annual increases of 3 percent.	Fixed annual increases of 3 percent.

*includes parking cost and three-month rental abatement in the first year only

FIRE DEPARTMENT
SPACE SEARCH – FIVE MILE RADIUS FROM 6167 BRISTOL PARKWAY, CULVER CITY

LACO	Facility Name	Address	Ownership	Gross SQFT	Net SQFT	Available SF
B006	FIRE-PREVENTION BUREAU-WEST METRO OFFICE	6167 BRISTOL PKWY. CULVER CITY 90230	LEASED	3,426	3,255	NONE
A430	ASSESSOR-WEST DISTRICT OFFICE	6120 BRISTOL PKWY. CULVER CITY 90230	LEASED	30,507	27,456	NONE
A437	DCFS-WATERIDGE (SPA 6)	5100 W GOLDFEAF CIR. LOS ANGELES 90056	LEASED	52,370	46,086	NONE
A533	DCFS-KINSHIP 2-NORTH	5035 W SLAUSON AVE. LOS ANGELES 90056	LEASED	2,788	5,200	NONE
5708	PUB LIB-CULVER CITY JULIAN DIXON LIBRARY	4975 OVERLAND AVE. CULVER CITY 90230	OWNED	21,406	17,364	NONE
X677	LADERA SENIOR/COMM CENTER	4750 W 62ND ST. LOS ANGELES 90056	OWNED	4,219	3,161	NONE
A448	DMH-CULVER CITY MENTAL HEALTH SERVICES	11303 W WASHINGTON CULVER CITY 90066	LEASED	15,980	15,181	NONE
3776	CULVER CITY COURTHOUSE	4130 OVERLAND AVE. CULVER CITY 90230	OWNED	21,568	11,543	NONE
0014	PW ROAD-DIV #233/333/433 OFFICE/ GARAGE	5530 W 83RD ST. WESTCHESTER 90045	OWNED	5,500	4,950	NONE
6722	PUBLIC LIBRARY-VIEW PARK LIBRARY	3854 W 54TH ST. LOS ANGELES 90043	OWNED	6,983	6,130	NONE
3394	INGLEWOOD JUVENILE COURTHOUSE	110 E REGENT ST. INGLEWOOD 90301	STATE OF CA / COUNTY LA	21,538	13,371	NONE
6330	INGLEWOOD COURTHOUSE	1 REGENT ST. INGLEWOOD 90301	STATE OF CA / COUNTY LA	140,673	89,483	NONE
5933	PH-CURTIS TUCKER PUBLIC HEALTH CENTER	123 W MANCHESTER INGLEWOOD 90301	OWNED	28,734	16,828	NONE
B520	OPSS-IHSS TRAINING (PART TIME)	923 E REDONDO BLVD. INGLEWOOD 90302	OWNED	40,000	27,898	NONE
A378	DPSS-AIRPORT/ WESTSIDE GAIN REGION I OFFICE	5200 W CENTURY BLVD. WESTCHESTER 90045	LEASED	50,147	47,640	NONE
C242	DMH-ADULT SYSTEMS OF CARE	3741 STOCKER ST. LOS ANGELES 90008	LEASED	4,558	4,330	NONE
A242	DPSS- INGLEWOOD OFFICE/PUBLIC HEALTH	9800 S LA CIENEGA BL INGLEWOOD 90301	LEASED	59,069	56,116	NONE
X006	BEACHES/HARBORS FINANCIAL SERVICES	13575 MINDANAO WAY. MARINA DEL REY 90292	OWNED	3,000	2,850	NONE
X020	BEACHES/HARBORS FORMER COVE BUILDING	13535 MINDANAO WAY. MARINA DEL REY 90292	OWNED	9,276	8,812	NONE
X334	PUB LIB-LLOYD TABER-MARINA DEL REY LIBRARY	4533 ADMIRALTY WAY. MARINA DEL REY 90292	OWNED	4,972	4,246	NONE
X301	LOS ANGELES AIRPORT COURTHOUSE	11701 S LA CIENEGA LOS ANGELES 90045	FINANCED	292,000	157,380	NONE
A528	DPSS-NEW RANCHO PARK DISTRICT OFFICE	11110 W PICO BLVD. LOS ANGELES 90064	LEASED	69,450	59,033	NONE
4835	BEACHES/HARBORS-ADMINISTRATION BUILDING	13837 FIJI WAY. MARINA DEL REY 90292	OWNED	14,126	8,848	NONE

FACILITY LOCATION POLICY ANALYSIS

Proposed lease: Lease for the Fire Department – 6167 Bristol Parkway, Suite 220, Culver City – Second District.

A. Establish Service Function Category – Direct service program - Administration/Field office for the Health Hazardous Materials Division

B. Determination of the Service Area – The proposed lease will provide a 10-year term to allow the Fire Department to continue their function housed in the Premises and continue operations without interruption.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: Fire's programs are most effective when located within proximity to the geographic regions they service. This location meets the service area criteria and remains in the desired area.
- Need for proximity to existing County facilities: N/A.
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local transit services, i.e., Culver City Bus Line 3, Metro Bus Line 108 and 110, and in close proximity to the 405 freeway.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: This is an existing County leased facility available to meet Fire's service needs.
- Compatibility with local land use plans: The City of Culver City has been notified of the proposed County use which is consistent with its use and zoning for office space at this location.
- Estimated acquisition/construction and ongoing operational costs: The aggregate cost associated with the proposed lease over the entire term, including parking, is \$1,274,000.

D. Analyze results and identify location alternatives

As Fire wanted to stay in its current location and the Landlord was willing to accommodate Fire's desire for a smaller premises, based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$43.80 and \$48 per square foot, per year. The base annual rental rate of \$39 per square foot, per year for the proposed lease represents a rate that is below the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

E. Determine benefits and drawbacks of each alternative based upon functional needs, service area, cost, and other Location Selection Criteria

The proposed lease will provide adequate and efficient office space for nine employees consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012.

**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE**

LEASE AGREEMENT

COUNTY OF LOS ANGELES - Tenant

BRISTOL CAPITAL VENTURES, LLC, a California limited liability company - Landlord

6167 Bristol Parkway

SUITE 220

CULVER CITY, CALIFORNIA

TABLE OF CONTENTS

	Page
1. BASIC LEASE INFORMATION	1
1.1 Terms	1
1.2 Defined Terms Relating to Landlord's Work Letter	3
1.3 Exhibits to Lease.....	4
2. PREMISES.....	4
3. COMMON AREAS.....	4
4. COMMENCEMENT AND EXPIRATION DATES	5
4.1 Term	5
4.2 Prior Possession	5
4.3 Early Termination.....	5
4.4 Lease Expiration Notice	5
5. RENT	5
5.1 Base Rent.....	5
5.2 Method of Payment and Required Information	5
5.3 Base Rent Adjustment	6
5.4 Base Rent Abatement.....	7
6. USES	7
7. HOLDOVER	7
8. COMPLIANCE WITH LAW	7
9. DAMAGE OR DESTRUCTION	8
9.1 Damage	8
9.2 Tenant Termination Right.....	8
9.3 Damage In Last Year	8
9.4 Default By Landlord	9
10. REPAIRS AND MAINTENANCE	9
10.1 Landlord Representations	9
10.2 Landlord Obligations	11
10.3 Tenant Obligations.....	12
10.4 Tenant's Right to Repair	12
11. SERVICES AND UTILITIES	13
11.1 Services.....	13
11.2 Utilities	14
12. TAXES	14
13. LANDLORD ACCESS	15
14. TENANT DEFAULT.....	15
14.1 Default	15
14.2 Termination.....	15
14.3 No Effect on Indemnity.....	15
15. LANDLORD DEFAULT.....	16
15.1 Remedies	16
15.2 Waiver	16
15.3 Emergency.....	16
16. ASSIGNMENT AND SUBLETTING	17
16.1 Assignment and Subletting	17
16.2 Sale	17

17.	ALTERATIONS AND ADDITIONS.....	18
17.1	Landlord Consent.....	18
17.2	End of Term.....	18
18.	CONDEMNATION.....	18
18.1	Controlling Terms.....	18
18.2	Total Taking.....	18
18.3	Partial Taking.....	19
18.4	Restoration.....	19
18.5	Award.....	19
18.6	Waiver of Statute.....	19
19.	INDEMNIFICATION.....	20
19.1	Landlord's Indemnity.....	20
19.2	Tenant's Indemnity.....	20
20.	INSURANCE.....	20
20.1	Waiver.....	20
20.2	General Insurance Provisions – Landlord Requirements.....	20
20.3	Insurance Coverage Types And Limits.....	23
20.4	Landlord Requirements.....	23
20.5	Waiver of Subrogation.....	2421.
PARKING.....	24
21.1	Tenant's Rights.....	24
21.2	Remedies.....	25
22.	ENVIRONMENTAL MATTERS.....	25
22.1	Hazardous Materials.....	25
22.2	Landlord Indemnity.....	26
23.	ESTOPPEL CERTIFICATES.....	26
24.	TENANT IMPROVEMENTS.....	26
25.	LIENS.....	27
26.	SUBORDINATION AND MORTGAGES.....	27
26.1	Subordination and Non-Disturbance.....	27
26.2	Existing Deeds of Trust.....	27
26.3	Notice of Default.....	27
27.	SURRENDER OF POSSESSION.....	27
28.	SIGNAGE.....	27
29.	QUIET ENJOYMENT.....	28
30.	GENERAL.....	28
30.1	Headings.....	28
30.2	Successors and Assigns.....	28
30.3	Brokers.....	28
30.4	Entire Agreement.....	28
30.5	Severability.....	29
30.6	Notices.....	29
30.7	Governing Law and Venue.....	29
30.8	Waivers.....	29
30.9	Time of Essence.....	29
30.10	Consent.....	29
30.11	Community Business Enterprises.....	29
30.12	Memorandum of Lease.....	30
30.13	Counterparts; Electronic Signatures.....	30

31.	AUTHORITY.....	30
32.	ACKNOWLEDGEMENT BY LANDLORD	31
32.1	Consideration of GAIN Program Participants	31
32.2	Solicitation of Consideration.....	31
32.3	Landlord Assignment	31
32.4	Smoking in County Facilities.	33
33.	IRREVOCABLE OFFER.....	33
34.	OPTION TO EXTEND	34
34.1	Option Terms.....	34
34.2	Exercise of Option.....	34
34.3	Terms and Conditions of the Extension Terms.....	34
34.4	Agreement on Base Rent.....	34
34.5	Market Rental Value	34
34.6	Opinions	35
34.7	Amendment of Lease	36

EXHIBITS

- Exhibit A – Floor Plan of the Premises
- Exhibit B – Commencement Date Memorandum and Confirmation of Lease Terms
- Exhibit C – Heating, Ventilation, and Air Conditioning Standards
- Exhibit D – Cleaning and Maintenance Schedule
- Exhibit E – Subordination, Non-disturbance and Attornment Agreement
- Exhibit F – Tenant Estoppel Certificate
- Exhibit G – Community Business Enterprises Form
- Exhibit H – Memorandum of Lease Terms
- Exhibit I – Rules and Regulations

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the ____ day of _____, 2025 between BRISTOL CAPITAL VENTURES, LLC, a California limited liability company ("Landlord"), and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant" or "County").

Landlord and Tenant agree:

1. BASIC LEASE INFORMATION

1.1 Terms

The following terms as used herein shall have the meanings provided in this Section 1, unless otherwise specifically modified by provisions of this Lease:

(a) Landlord's Address for Notices:	<p>Bristol Capital Ventures, LLC 660 S. Figueroa Street, Suite 700 Los Angeles, CA 90017 Attn: Albert Taban Email: Albert@Jadeent.com</p> <p><u>With Copy to:</u> Bristol Capital Ventures, LLC 660 S. Figueroa Street, Suite 700 Los Angeles, CA 90017 Attn: Legal Department Email: SLeiter@Jadeent.com</p>
(b) Tenant's Address for Notices:	<p>County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate</p> <p>With a copy to:</p> <p>County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street, Suite 648 Los Angeles, CA 90012-2713 Attention: Property Division</p>
(c) Premises:	<p>Approximately 2,584 rentable square feet, designated as Suite 220, in the Building</p>

	(defined below), as shown on <u>Exhibit A</u> attached hereto.
(d) Building:	The Building located at 6167 Bristol Parkway, Culver City, California, which is currently assessed by the County Assessor as APN 4134-004-001 (collectively, the "Property");
(e) Term:	Ten (10) years, commencing the first (1 st) day of the month following the approval and full execution of the Lease, as more fully set forth in Section 4.1 (the "Commencement Date"), and terminating at midnight on the day before the tenth (10 th) annual anniversary of the Commencement Date (the "Termination Date"), subject to Tenant's Early Termination Right (Section 4.2). The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the initial Term of this Lease together with any additional Extension Term for which an option has been validly exercised.
(f) Estimated Commencement Date:	November 1, 2025
(g) Intentionally Omitted	None.
(h) Base Rent:	<p>\$3.25 per rentable square foot per month (i.e., \$8,398.00 per month or \$100,776.00 per year*)</p> <p>*The Base Rent shall increase three percent (3%) annually on each anniversary of the Commencement Date.</p>
(i) Early Termination (see Section 4.4)	Tenant will have the right to terminate the Lease for any reason at any time after the eighty-fourth (84 th) month following the Commencement Date. Such right may be exercised by Tenant on ninety (90) days' prior written notice to Landlord.
(j) Rentable Square Feet in the Premises:	2,584 rentable square feet
(k) Permitted Use:	General office use for the Los Angeles County Fire Department, subject to Section 6.
(l) Parking Spaces:	Nine (9) unreserved spaces at initial rate of \$100 per space per month, which rate shall

	be subject to adjustment from time to time upon no less than thirty (30) days' notice to Tenant. Tenant may reduce number of parking spaces leased upon thirty (30) days' prior written notice.
(m) Tenant's Hours of Operation:	7:00 a.m. to 6:00 p.m. Monday through Friday, and 9:00 a.m. to 1:00 p.m. on Saturdays, excepting Holidays (New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day (on the days such holidays are generally observed) and such other holidays as generally recognized by the County of Los Angeles or Landlord.
(n) Asbestos Report:	A report dated March 24, 2023, prepared by Charles Taylor Environmental Technical Services, a licensed California Asbestos contractor
(o) Seismic Report	A report dated May 18, 2004, prepared by the Department of Public Works.
(p) Disabled Access Survey	A report dated February 10, 2023, prepared by Building Principles Certified Access Specialists.

1.2 Defined Terms Relating to Landlord's Work Letter

(a) Tenant's Work Letter Representative:	CEO staff or assigned staff.
(b) Landlord's Work Letter Representative:	Neshan Kahkejian, Property Manager
(c) Landlord's Address for Work Letter Notices:	660 S. Figueroa Street, Suite 700 Los Angeles, CA 90017
(d) Tenant's Address for Work Letter Notices:	County of Los Angeles Chief Executive Office – Real Estate Division 320 West Temple Street, 7 th Floor Los Angeles, CA 90012 Attention: Director of Real Estate

<p>1.3 <u>Exhibits to Lease</u></p>	<p>Exhibit A - Floor Plan of Premises Exhibit B - Commencement Date Memorandum and Confirmation of Lease Terms Exhibit C - HVAC Standards Exhibit D - Cleaning and Maintenance Schedule Exhibit E - Subordination, Non-Disturbance and Attornment Agreement Exhibit F - Tenant Estoppel Certificate Exhibit G - Community Business Enterprises Form Exhibit H - Memorandum of Lease Exhibit I - Landlord's Work Letter Exhibit J - Rules and Regulations</p>
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2. **PREMISES**

Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, upon the terms and conditions herein set forth, the Premises described in Section 1 and Exhibit A attached hereto. Tenant represents that prior to executing this Lease it has satisfied itself regarding the total rentable square footage of the Premises. Notwithstanding anything in this Lease to the contrary, the rentable square footage of the Premises shall be deemed to be the rentable square footage described in Section 1.1 (j). All measurements provided by Landlord shall be taken in accordance with the methods of measuring rentable area as described in the Standard Method for Measuring Floor Area in Office Buildings, ANSI/BOMA Z65.1-2010, as promulgated by the Building Owners and Management Association ("BOMA") International, except that no penthouse mechanical room space shall be included in the measurement. Further, the area of the Premises will not be measured during the term of this Lease and the parties agree that the Base Rent shall not be subject to adjustment based on any remeasurement of the Premises or the Building.

3. **COMMON AREAS**

Only for purposes of Premises ingress and egress and as otherwise reasonably necessary for Tenant's permitted use of the Premises, Tenant may use the following areas ("Common Areas") in common with Landlord and any other tenants of the Building: the entrances, lobbies, corridors and other public areas of the Building, walkways, landscaped areas, driveways necessary for access to the Premises, parking areas and other common facilities designated by Landlord from time to time for common use of all tenants of the Building. Tenant shall comply with all reasonable, non-discriminatory rules and regulations regarding the use of the Common Area established by Landlord from time to time. Tenant shall not cause nor permit, nor allow any of Tenant's employees agents, customers, visitors, invitees, licensee, contractor, assignees or subtenants to use Common Areas for any purpose other than as described in the first sentence of this Section 3. (e.g., no loitering; use as a break area or as a waiting area).

4. COMMENCEMENT AND EXPIRATION DATES

4.1 Term

The term of this Lease shall be for a period of ten years, commencing upon the first day of the first calendar month following approval of this Lease by the Board of Supervisors and full execution of the Lease by both parties, and ending 120 months thereafter.

4.2 Prior Possession.

Tenant acknowledges that prior to the Commencement Date of this Lease that Tenant has been in possession of the Premises and that Tenant accepts the Premises as of the Commencement Date in as-is condition with the exception of Landlord's Work as set forth in the Work Letter attached hereto as Exhibit I.

4.3 Early Termination

Tenant shall have the right to terminate this Lease at any time after the Early Termination date specified in Section 1.1, by giving Landlord not less than ninety (90) days prior written notice, executed by the Chief Executive Officer or his/her designee of Tenant.

4.4 Lease Expiration Notice

No later than twelve (12) months, nor earlier than eighteen (18) months, prior to the expiration of the Lease Term, Landlord shall provide a written notice to Tenant notifying Tenant of the Termination Date; provided however, Landlord shall not be in default or breach of this Lease in the event such notice is not provided as set forth herein.

5. RENT

5.1 Base Rent

Tenant shall pay Landlord the Base Rent stated in Section 1.1 during the Term hereof within fifteen (15) days after (a) the Commencement Date, and (b) the first day of each calendar month thereafter, provided that at least fifteen (15) business days prior to the Commencement Date, Landlord must provide the Auditor-Controller (AC) of the County of Los Angeles with the following information: (i) name and address of Landlord or other party to whom Base Rent should be paid, (ii) Landlord's federal tax ID number; (iii) name of contact person and contact information (including phone number) for Landlord; (iv) a completed IRS form W-9, and (v) evidence of insurance in compliance with Section 20.2. If Landlord fails to timely provide the information required pursuant to this Section 5.1, or to provide updates for any changed information, then Tenant shall not be required to pay Base Rent to Landlord until fifteen (15) business days after Landlord provides such information. Base Rent for any partial calendar month during the Term shall be prorated in proportion to the number of days during the Term within such calendar month.

5.2 Method of Payment and Required Information

The Tenant may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due under this Lease. Landlord further agrees that the default form of payment shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the A-C.

Subject to Section 5.1, the Landlord shall provide the A-C with electronic banking and related information for the Landlord and/or any other payee that the Landlord designates to receive payment pursuant to this Lease. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, 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 shall supersede this requirement with respect to those payments. Upon the Commencement Date or at any time during the duration of the Lease, a Landlord may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

5.3 Base Rent Adjustment

On each anniversary of the Commencement Date, yearly Base Rent shall be adjusted by increasing it by three (3%) percent be annum. Tenant shall pay Base Rent during the Term(s) as follows:

Months	Rate per RSF	Monthly Rent
1-12	\$3.25	\$8,398.00
13-24	\$3.35	\$8,694.94
25-36	\$3.45	\$8,909.44
37-48	\$3.55	\$9,176.72
49-60	\$3.66	\$9,452.02
61-72	\$3.77	\$9,735.58
73-84	\$3.88	\$10,027.65
85-96	\$4.00	\$10,328.48
97-108	\$4.12	\$10,638.34
109-120	\$4.24	\$10,957.49

*** Base Rent shall be abated subject to section 5.4 of this Lease**

5.4 Base Rent Abatement

The monthly rent for months one (1), two (2) and three (3) of the Lease Term shall be abated.

6. USES

Landlord agrees that the demised Premises, together with all appurtenances thereto, shall be used by the Tenant for the government department set forth in Section 1.1 or for any other County governmental purposes, or other lawful purposes that do not materially adversely interfere with other uses in the Building, during Tenant's Hours of Operation, after Tenant's Hours of Operation, and on weekends and holidays, and provided that no such change in designation or use shall constitute an amendment or modification of this Lease or otherwise adversely diminish or affect Landlord's rights thereunder. Tenant agrees to provide Landlord with prompt written notice in the event that the County Department designated or governmental purposes for which the Premises is used shall be changed by the County.

Notwithstanding the foregoing, the following uses will not be permitted within the Premises during the term of the Lease: Retail Sales, Physical Therapy, Pharmacy, and Phlebotomy/Blood Draw Lab.

7. HOLDOVER

If Tenant remains in possession of the Premises or any part thereof after the expiration of the term of this Lease, such occupancy shall be a tenancy which is terminable only upon ninety (90) days written notice from Landlord or thirty (30) days written notice from Tenant's Chief Executive Officer or his/her designee at the last monthly Base Rent payable under this Lease, plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease.

8. COMPLIANCE WITH LAW

8.1 Applicable Laws

Tenant (i) shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof ("Applicable Laws") regulating the use, occupancy or improvement of the Premises by Tenant, and (ii) shall not use or knowingly allow any person to use the Premises or Common Areas for any purpose that is contrary to the Rules and Regulations (as defined below), that violates any Applicable Laws, that constitutes waste or nuisance. Subject to the foregoing, to variances and grandfathered rights. Landlord, not Tenant, shall, at its sole cost, at all times cause the Premises and the Building to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect and binding upon Tenant or Landlord during the term hereof, including but not limited to the Americans with Disabilities Act ("ADA"), except if such compliance is made necessary as a result of Tenant's particular use of or alterations or improvements to the Premises.

8.2 Rules and Regulations

Tenant shall comply with all reasonable, non-discriminatory rules attached to this Lease as Exhibit I and any reasonable amendments or additions promulgated by Landlord from time to time for the safety, care, and cleanliness of the Premises, Building, and parking

related thereto or for the preservation of good order ("Rules and Regulations"). Landlord agrees not to enforce the Rules and Regulations in a manner that discriminates against Tenant. Landlord shall not be responsible to Tenant for the failure of any other tenants or occupants of the Building to comply with the Rules and Regulations.

9. DAMAGE OR DESTRUCTION

9.1 Damage

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises may be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days in a commercially reasonable manner and subject to any force majeure delays, then Landlord shall promptly, at Landlord's expense, repair such damage, and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made unusable by fire or other casualty, Landlord shall immediately use commercially reasonable efforts secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall engage in commercially reasonable efforts to promptly, but in any event within twenty (20) days, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises leasable again using standard working methods. The failure to do so shall be a material default hereunder. Base Rent shall abate to the extent that the Premises are unusable by Tenant.

9.2 Tenant Termination Right (due to Damage or Destruction).

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises will not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days for any reason, but subject to force majeure delays, then Tenant may terminate this Lease by giving Landlord written notice within ten days after Tenant's receipt of written notice from Landlord or its agents specifying such time period of repair; and this Lease shall terminate and the Base Rent shall be abated from the date the Premises became unusable. If Tenant does not elect to terminate this Lease, then Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided that insurance proceeds are available to repair the damages.

9.3 Damage In Last Year

Notwithstanding the foregoing provisions, if any material destruction to the Premises occurs during the last year of the Term, then either Landlord or Tenant may terminate this Lease by giving written notice to the other not more than thirty (30) days after such destruction, in which case:

- (a) Landlord shall have no obligation to restore the Premises;
- (b) Landlord may retain all insurance proceeds relating to such destruction, and
- (c) This Lease shall terminate as of the date which is thirty (30) days after such written notice of termination.

9.4 Default By Landlord

If Landlord is required to repair and restore the Premises as provided for in this Section 9, and Landlord thereafter fails to diligently prosecute said repair and restoration work to completion, as determined by Tenant in its reasonable discretion, then Tenant may, at its sole election:

- (a) Declare a default hereunder, or
- (b) Perform or cause to be performed the restoration work and deduct the cost thereof, plus interest thereon at ten percent (10%) per annum, from the next installment(s) of Base Rent due as a charge against the Landlord.

10. REPAIRS AND MAINTENANCE

10.1 Landlord Representations

- (a) Landlord represents to Tenant that to Landlord's actual knowledge, as of the date hereof and on the Commencement Date:
 - i. Subject to variances and grandfathered rights, the Premises, the Building, and all Common Areas (including electrical, heating, ventilating, and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) serving the Premises substantially comply with all current laws, codes, and ordinances, including but not limited to the Americans With Disabilities Act, and are in reasonably good working order and condition;
 - ii. The Building and the Premises comply with all covenants, conditions, restrictions and insurance underwriter's requirements;
 - iii. The Premises, the Building and the Common Areas are free of the unlawful presence of Hazardous Materials (as hereinafter defined); and
 - iv. Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.
- (b) Landlord represents, based upon a professional inspection of the Premises and the Building and the Asbestos Report (as defined in Section 1.1) that the Premises and the Building contain no asbestos containing materials (other than as may be reflected in the Asbestos Report). Landlord shall, prior to Tenant's occupancy, abate, at Landlord's sole cost and expense, all asbestos-containing materials to the extent required by law and provide Tenant with an updated report from a licensed California Asbestos contractor to that effect.

(c) CASp Inspection:

In accordance with California Civil Code Section 1938, Landlord hereby states that the Premises and the Common Areas:
[Check the appropriate box]

☐ Have undergone inspection by a Certified Access Specialist (a "CASp") and have been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord shall provide Tenant with a copy of the CASp inspection report and a current disability access inspection certificate for the Premises within seven (7) days after the execution of this Lease.

☐ Have undergone inspection by a Certified Access Specialist and have not been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord has provided Tenant with a copy of the CASp inspection report at least 48 hours prior to the execution of this Lease. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☒ Have not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

The foregoing statement is provided solely for the purpose of complying with California Civil Code Section 1938 and shall not affect the Landlord's and Tenant's respective responsibilities for compliance with any design and construction related accessibility obligations as provided under this Lease or any Work Letter.

- (d) Landlord agrees to indemnify and hold harmless Tenant from all damages, costs, and expenses, which result from a material breach of Landlord's representations contained in this Section 10.1.

10.2 Landlord Obligations

- (a) Landlord shall keep and maintain the Property in good condition and repair and promptly make repairs to and perform maintenance upon and replace as needed (reasonable wear and tear excepted):
 - i. the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, foundations, roof, concealed plumbing, stairways, concealed electrical systems and intra-building telephone network cables;
 - ii. mechanical (including HVAC), electrical, plumbing and fire/life systems serving the Building;
 - iii. the Common Areas;
 - iv. exterior windows of the Building; and
 - v. elevators serving the Building.
- (b) Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. For repairs that require the services of an environmental consultant, including but not limited to mold/water intrusion, asbestos, soil gases, etc., landlord shall retain the services of a qualified vendor that possess, at minimum, the professional qualifications required of a Los Angeles County Facilities Ancillary Services Master Agreement (FASMA) vendors. Landlord's repair obligations include, without limitation, necessary repairs to, or necessary replacements of the foregoing, unless damaged by Tenant:
 - i. the floor covering (if such floor covering is carpeting it shall be replaced as needed, but not less often than after five (5) years of use);
 - ii. interior partitions;
 - iii. doors, door frames and hardware;
 - iv. the interior side of demising walls (which shall be repainted as needed but not less often than every five (5) years);
 - v. signage;
 - vi. emergency exit signage and battery replacement;
 - vii. HVAC equipment dedicated to the mechanical rooms housing Tenant's computer servers and related equipment; and

viii. Light fixtures, bulbs, tubes and ballasts.

- (c) Landlord shall, to the best of its ability, provide all reports, maintenance records, or other documentation as may be requested from time to time.

10.3 Tenant Obligations. Without limiting Landlord's repair and maintenance obligations, Tenant shall be responsible for (i) the cost of repairing any area of the Property damaged by Tenant or by Tenant's agents, employees, invitees or visitors, and (ii) the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. All repairs and replacements shall:

- (a) be made and performed by contractors or mechanics approved by Landlord, which consent shall not be unreasonably withheld, conditioned or delayed;
- (b) be at least equal in quality, value and utility to the original work or installation; and
- (c) be in accordance with all applicable laws.

10.4 Tenant's Right to Repair

- (a) If Tenant provides written notice (or oral notice in the event of an emergency, such as damage or destruction to or of any portion of the Building structure and/or the Building systems, and/or anything that could cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and if Landlord fails to provide such necessary action within a reasonable period of time given the circumstances after the giving of such notice by Tenant, which notice shall specify in detail the nature of the necessary repair or maintenance work, but in any event not later than thirty (30) days after the giving of such notice, then Tenant may proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities). Notwithstanding, if more than thirty (30) days are reasonably required for the performance of such necessary repair or maintenance work, then Landlord shall not be deemed to be in default if Landlord commences such cure, within said thirty (30)-day period and thereafter diligently performs such necessary or repair work to completion.

Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action plus interest thereon at ten percent (10%) per annum. If not reimbursed by Landlord within ten (10) days after written notice, then Tenant shall be entitled to deduct from Base Rent payable by Tenant under this Lease the amount set forth in its invoice

for such work. The remedies provided in this Section are in addition to the remedies provided in Section 15. If any action taken by Tenant will affect any portion of the Building systems, structural integrity of the Building, or exterior appearance of the Building, Tenant shall use only the contractor used by Landlord in the Building for such work or Tenant uses the services of another qualified contractor approved by Landlord, which shall not be unreasonably withheld, conditioned, or delayed.

Notwithstanding any provisions of this Lease to the contrary, Tenant, acting through the County's Chief Executive Office, may request that the Landlord perform, supply and administer any repairs, maintenance, building services and/or alterations of the Premises that are the responsibility of the Tenant, in which case Tenant shall reimburse Landlord for such cost, not to exceed \$10,000, as part of a separate purchase order issued by the County on Tenant's behalf; provided, however, that Landlord shall have the right at its sole discretion to refuse such request. Any improvements by Landlord shall be subject to compliance with County Internal Services Department Purchasing Policy and Procedure No. A-0300, effective November 22, 2016, delivered to Landlord and incorporated by reference herein. This Section shall not apply to any Tenant Improvements as defined in Section 24. Tenant agrees to reimburse to Landlord, no later than forty-five (45) days from Landlord's written request for such reimbursement.

11. SERVICES AND UTILITIES

11.1 Services

- (a) Heating, Ventilation and Air Conditioning (HVAC). Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Tenant's Hours of Operations in amounts required for the use and occupancy of the Premises for normal office purposes to a standard comparable to other first-class buildings and not less than the standard set forth in Exhibit C attached hereto. In addition, Landlord shall furnish HVAC at all times (i.e., twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year) to the mechanical rooms housing Tenant's computer servers and related equipment.

- (b) Electricity

Landlord shall furnish to the Premises the amount of electric current provided for in the Landlord's Work Letter (if applicable) but in any event not less than seven (7) watts of electric current (connected load) per square foot of rentable square feet in the Premises, for power and lighting and electric current for HVAC, and Landlord shall provide the existing or new transformers or sub-panels on each floor of the Premises necessary for Tenant to utilize such capacity in the Premises.

- (c) Elevators

Landlord shall furnish freight, if any, and passenger elevator services to the Premises during Tenant's Hours of Operations. During all other hours, Landlord shall furnish passenger elevator cab service in the elevator bank

serving the Premises on an as needed basis, and, by prior arrangement with Landlord's building manager, freight elevator service.

(d) Water

Landlord shall make available in the Premises warm and cold water for normal lavatory and kitchen purposes and potable (tap) water for drinking purposes, all of which shall meet applicable government standards.

(e) Janitorial

Landlord, at its sole cost and expense, shall provide janitorial service five (5) nights per week (excepting government holidays), generally consistent with that furnished in comparable office buildings in the County of Los Angeles, but not less than the services set forth in the specifications set forth in Exhibit D attached hereto.

(f) Access

Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas serving the Premises on a seven day per week, 24 hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building. If required, Landlord shall provide access cards or fobs to all Tenant employees for Building entry, elevators, and/or floor access, at Landlord's sole cost and expense.

(g) Pest Control

Landlord at its sole cost and expense shall use commercially reasonable efforts to provide any and all pest control services to the Premises per the specifications set forth in Exhibit D attached hereto.

11.2 Utilities

Landlord agrees to pay, at its sole cost, when due, all charges for the use of standard sewer, effluent treatment (when and if imposed by any governmental authority), all water, sprinkler standby charges, electricity, gas, heating and common area power and lighting, trash removal service, fire/life safety systems, charges associated with the HVAC, and other utility rents and charges accruing or payable in connection with the Premises and the Common Areas during the Term of this Lease or any renewal, extension, or holdover thereof, whether the same are pro-rated or measured by separate meters. In the event Landlord fails or refuses to pay any or all of such charges when due, Tenant may give Landlord ten (10) calendar days prior written notice and if Landlord fails to cure within ten (10) days of Landlord's receipt of Tenant's written notice, then Tenant thereafter shall have the right to pay directly such charges and deduct the payments from the next installments of rent due as a charge against the Landlord.

12. TAXES

Landlord, at its sole cost and expense, shall pay, prior to delinquency, all real property taxes, assessments and special assessments which may be levied or assessed against

the Premises or the Building during the term of this Lease or any renewal or holdover period thereof.

In the event Landlord fails or refuses to pay any or all taxes or assessments when due, Tenant may, at its sole discretion, give Landlord thirty (30) calendar days prior written notice and if Landlord fails to cure within twenty (20) days of Landlord's receipt of Tenant's written notice, then Tenant thereafter shall have the right to pay such taxes and assessments and deduct the payments from the next installments of rent due as a charge against the Landlord.

13. LANDLORD ACCESS

Tenant shall permit Landlord and its agents to enter the Premises during Tenant's Hours of Operations upon prior written notice for the purpose of inspecting the Premises for any reasonable purpose. If Landlord temporarily closes any portion of the Building or the Premises, Base Rent shall be prorated based upon the percentage of the Premises or the Building rendered unusable and not used by Tenant. Landlord shall have the right at any and all times to enter the Premises without prior notice in the event of an emergency and notify Tenant immediately thereafter.

14. TENANT DEFAULT

14.1 Default

The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant ("Default"):

- (a) the failure by Tenant to make any payment of Base Rent or any other payment required to be made by Tenant hereunder (except to the extent an offset is expressly permitted hereunder) as and when due, and the failure continues for a period of ten (10) days after written notice to Tenant;
- (b) the failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease, where such failure shall continue for a period of thirty (30) days after written notice from Landlord specifying in detail the nature of the default; provided, however, if more than thirty (30) days are reasonably required for its cure then Tenant shall not be deemed to be in default if Tenant commences such cure, within said thirty (30)-day period and thereafter diligently prosecutes such cure to completion.

14.2 Termination

Tenant agrees that if a Default should occur and should not be cured within the time periods set forth above, it shall be lawful for Landlord to terminate this Lease upon the giving of written notice to Tenant. In addition thereto, Landlord shall have such other rights or remedies as may be provided by law.

14.3 No Effect on Indemnity

Nothing in this Article shall be deemed to affect either Landlord or Tenant's right to indemnification under any indemnification clause or clauses set forth in this Lease.

15. LANDLORD DEFAULT

15.1 Remedies

In addition to the provisions for Landlord's default provided by Sections 9.4, 10.4, 19, 21.2 and 32.3, Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within thirty (30) days after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 10.4); provided, however, that if the nature of the Landlord Default is such that the same cannot reasonably be cured within such thirty (30) day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

- (a) to remedy such default or breach and deduct the reasonable costs thereof (including but not limited to attorney' fees) plus interest at the rate of ten percent (10%) per annum from the installments of Base Rent next falling due;
- (b) to pursue the remedy of specific performance;
- (c) to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Base Rent next coming due; and/or
- (d) to terminate this Lease.

15.2 Waiver

Nothing herein contained shall relieve Landlord from its duty to effect the repair, replacement, correction or maintenance required to restore any affected services, or to perform any other obligations to the standard prescribed in this Lease, nor shall this Section be construed to obligate Tenant to undertake any such work.

15.3 Emergency

Notwithstanding the foregoing cure period, Tenant may cure any default where the failure promptly to cure such default would, in the reasonable opinion of Tenant, create or allow to persist an emergency condition, or materially and adversely affect the operation of Tenant's business in the Premises. In such cases, Tenant

may perform the necessary work through its Internal Services Department and deduct the cost of said work from the Base Rent next due.

16. ASSIGNMENT AND SUBLETTING

16.1 Assignment and Subletting

Tenant may assign, mortgage, encumber or otherwise transfer this Lease or sublet (each, a "Transfer") the whole or any part of the Premises to another County agency or office without first obtaining Landlord's prior consent; provided, however, no such Transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not unreasonably withhold if the assignee has a financial condition which is reasonably sufficient for it to be responsible for all future obligations under this Lease and there shall be no substantial change of use of the Premises. The Transfer shall be conditioned upon (a) Tenant's delivery of written notice to the Landlord no less than thirty (30) days prior to the effective date of the Transfer, specifying the name, address and contact information from the transferee and the effective date of the Transfer; (b) written agreement signed by the transferee assuming remaining obligations, liabilities and duties of tenant under the Lease. Landlord shall not be required to recognize any other tenant under the Lease unless the foregoing requirements are satisfied.

16.2 Sale

If Landlord sells or conveys the Property, then all liabilities and obligations of Landlord accruing under this Lease after the sale or conveyance shall be binding upon the new owner, and the transferor shall be released from all liability under this Lease accruing subsequent to such sale or conveyance, provided that the transferee assumes Landlord's remaining obligations hereunder in writing. Nothing in this Section 16.2 shall be deemed to release Landlord's successor in interest from responsibility for any condition (including but not limited to deferred maintenance) existing on the date of transfer.

Upon any sale or transfer of the Property by Landlord, Landlord shall provide thirty (30) days prior written notice of said sale or transfer to Tenant. In addition, Landlord shall provide the following information to Tenant, at Tenant's Address for Notice (set forth in Section 1.1 hereof), as a condition of Tenant's obligation to pay Base Rent to the new owner:

- (a) A letter from the Landlord confirming that the Property was transferred to the new owner, along with written evidence of the transfer of the Property (e.g., a recorded deed).
- (b) A signed letter from the new owner including the following information:
 - i. Name and address of new owner or other party to whom Base Rent should be paid
 - ii. Federal tax ID number for new owner
 - iii. Name of contact person and contact information (including phone number) for new owner

- iv. Proof of insurance
- (c) A W-9 form for new owner.

Tenant shall not be obligated to pay any rental amounts to any party other than the Landlord named herein until such time as all the requirements of this Section 16.2 are satisfied.

17. ALTERATIONS AND ADDITIONS

17.1 Landlord Consent

Tenant shall not make any structural alterations, improvements, additions, or utility installations in or about the Premises (collectively, "Alterations") without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. If Landlord fails to respond in writing within thirty (30) days after Tenant's request, then Landlord shall be deemed to have approved the requested Alterations. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria:

- (a) complies with all Applicable Laws;
- (b) is cosmetic in nature and is not visible from the exterior of the Premises or Building;
- (c) will not materially affect the systems or structure of the Building; and
- (d) does not unreasonably interfere with the normal and customary business office operations of other tenants in the Building.
- (e) does not require a building permit.

17.2 End of Term

Any Alterations not removed by Tenant shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Term.

18. CONDEMNATION

18.1 Controlling Terms

If during the Term, or during the period of time between the execution of this Lease and the Commencement Date, there is any taking of all or any part of the Premises or any interest in this Lease by Condemnation (as defined below), this Section shall determine the rights and obligations of Tenant and Landlord. "Condemnation" shall mean the exercise of any governmental power to take title to any portion of the Premises, whether by legal proceedings or otherwise, by a Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor either under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "Condemnor" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

18.2 Total Taking

If the Premises are totally taken by Condemnation, this Lease shall terminate on the date the Condemnor has a right to possession of the Premises (the "Date of Taking").

18.3 Partial Taking

If any portion, but not all, of the Premises or the Common Areas is taken by Condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease if, in Tenant's reasonable judgment, the remaining portion of the Premises (including the space available for parking) is rendered unsuitable for Tenant's continued use of the Premises. If Tenant elects to so terminate this Lease, Tenant must exercise its right to terminate by giving notice to Landlord within thirty (30) days after the date that the nature and the extent of the Condemnation have been determined (the "Determination Date"), which notice shall set forth the date of termination. Such termination date shall not be earlier than thirty (30) days nor later than ninety (90) days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the Date of Taking if the Date of Taking falls on a date before the termination date designated by Tenant. If Tenant does not so notify Landlord within thirty (30) days after the Determination Date, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated in proportion to the degree to which Tenant's use of the Premises and the Common Areas is impaired by such Condemnation.

18.4 Restoration

Notwithstanding the preceding paragraph, if, within thirty (30) days after the Determination Date, Landlord notifies Tenant that Landlord, at its sole cost, will add to the remaining Premises and/or the Common Areas so that the Premises and the space available for parking, will be substantially the same (as reasonably determined by Tenant) after the Date of Taking as they were before the Date of Taking, and Landlord commences the restoration promptly and, subject to reasonable allowance for delays that are not caused by Landlord, completes it within ninety (90) days after Landlord so notifies Tenant, then this Lease shall continue in effect. In such event, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated or reduced during the period from the Date of Taking until the completion of such restoration.

18.5 Award

The Award (as defined below) shall be divided between Landlord and Tenant as their respective interests may appear on such Award. "Award" shall mean all compensation, sums or anything of value awarded, paid or received on a total or partial Condemnation of the Premises. Tenant shall be entitled to any awards for relocation benefits or goodwill belonging to Tenant.

18.6 Waiver of Statute

Landlord and Tenant hereby waive the provision of California Code of Civil Procedure Section 1265.130 allowing Landlord or Tenant to petition the Superior Court to terminate this Lease in the event of a partial taking of the Premises.

19. INDEMNIFICATION

19.1 Landlord's Indemnity

The Landlord shall indemnify, defend and hold harmless the Tenant and its employees, agents and officers from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Landlord's gross negligence or willful misconduct in connection with (i) the Landlord's repair, maintenance and other acts and omissions arising from and/or relating to the Landlord's ownership of the Building, or (iii) arising from any breach or default under this Lease by Landlord.

19.2 Tenant's Indemnity

The Tenant shall indemnify, defend and hold harmless the Landlord and its employees, agents and officers, from and against any and all liability, loss, injury or damage, including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or connected with Tenant's and/or by Tenant's employees, contractors or invitees' (i) repair, maintenance and other acts or omissions arising from and/or relating to the Tenant's use of the Premises, (ii) arising from any breach or default under this Lease by Tenant, or (iii) use or occupancy of the Premises and/or the Building and/or Property and/or the parking facilities..

20. INSURANCE

During the term of this Lease, the following insurance requirements will be in effect:

20.1 Waiver

Both the Tenant and Landlord each agree to release the other and waive their rights of recovery against the other for damage to their respective property arising from perils insured in the Causes-of-Loss Special Form (ISO form CP 10 30).

20.2 General Insurance Provisions – Landlord Requirements

Without limiting the Landlord's indemnification of Tenant and during the term of this Lease, and until all of its obligations pursuant to this Lease have been met, Landlord shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Lease. 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 Landlord pursuant to this Lease. The Tenant in no way warrants that the Required Insurance is sufficient to protect the Landlord for liabilities which may arise from or relate to this Lease.

- (a) Evidence of Coverage and Notice to Tenant.
- (b) Certificate(s) of insurance coverage (Certificate) satisfactory to Tenant, and a copy of an Additional Insured endorsement confirming that Tenant and Tenant's Agents (defined below) are named as Additional Insureds under the Landlord's Commercial General Liability policy, shall be delivered

to Tenant at the address shown below and provided prior to the start day of this Lease.

Renewal Certificates shall be provided to Tenant not less than 10 days prior to Landlord's policy expiration dates. The Tenant reserves the right to obtain complete, certified copies of any required Landlord insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Lease by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Landlord identified in the Lease. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding twenty-five thousand (\$25,000.00) dollars, and list any Tenant required endorsement forms.

Neither the Tenant's failure to obtain, nor the Tenant'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 Landlord, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements, notices of cancellation shall be delivered to:

County of Los Angeles
Chief Executive Office
Real Estate Division
320 West Temple Street, 7th Floor
Los Angeles, CA 90012
Attention: Director of Real Estate

Landlord also shall promptly notify Tenant of any third party claim or suit filed against Landlord which arises from or relates to this Lease and could result in the filing of a claim or lawsuit against Landlord and/or Tenant.

- (c) Additional Insured Status and Scope of Coverage.
- (d) Tenant and its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively, "Tenant's Agents"), shall be named as additional insureds under Landlord's Commercial General Liability Insurance policy with respect to the Building. Tenant's additional insured status shall apply whether liability is attributable to the Landlord, Tenant or Tenant's Agents. The full policy limits and scope of protection also shall apply to the Tenant as an additional insured, even if they exceed the Tenant's minimum Required Insurance specifications set forth herein.

Use of an automatic additional insured endorsement form is acceptable, provided that it satisfies the Required Insurance provisions set forth herein.

(e) Cancellation of or Changes in Insurance

Landlord shall provide the Tenant with, or Landlord's insurance policies shall contain a provision that the Tenant shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the Tenant 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 Lease, in the sole discretion of the Tenant, upon which the Tenant may suspend or terminate this Lease.

(f) Failure to Maintain Insurance

Landlord's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Lease.

(g) Insurer Financial Ratings

Insurance is to be provided by an insurance company authorized to do business in California and reasonably acceptable to the Tenant, with an A.M. Best rating of not less than A:VII, unless otherwise approved by the Tenant.

(h) Landlord's Insurance Shall Be Primary

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

(i) Waiver of Subrogation

To the fullest extent permitted by law and the applicable insurance policies and except as otherwise provided in the Lease, the Landlord hereby waives its and its insurer(s) rights of recovery against Tenant under all required insurance policies for any loss arising from or related to this Lease. The Landlord shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

(j) Deductibles and Self-Insured Retentions ("SIRs")

Landlord's policies shall not obligate the Tenant to pay any portion of any Landlord deductible or SIR.

(k) Claims Made Coverage

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

(l) Application of Excess Liability Coverage

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

(m) Separation of Insureds

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

Tenant Review and Approval of Insurance Requirements

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

20.3 Insurance Coverage Types And Limits

Tenant Requirements: During the term of this Lease, Tenant shall maintain a program of insurance coverage as described below:

- iv. Commercial General Liability Insurance, providing scope of coverage equivalent to ISO policy form CG 00 01, 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

Tenant, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance. A certificate evidencing insurance coverage or letter evidencing self-insurance will be provided to Landlord after execution of this Lease at Landlord's request.

20.4 Landlord Requirements: During the term of this Lease, Landlord shall provide and maintain the following programs of insurance coverage:

- (a) Commercial General Liability Insurance, providing scope of coverage equivalent to ISO policy form CG 00 01, naming Tenant and Tenant's Agents as an additional insured, with limits of not less than:

General Aggregate:	\$ 10 million
Products/Completed Operations Aggregate:	\$ 10 million
Personal and Advertising Injury:	\$ 5 million
Each Occurrence:	\$ 5 million

(b) Commercial Property Insurance. Such insurance shall:

- iv. Provide coverage for Tenant's property and any tenant improvements and betterments to the Premises; this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), excluding earthquake and including flood and ordinance or law coverage.
- v. Be written for the full replacement cost of the Property, with a deductible no greater than \$250,000 or 5% of the Property value, whichever is less. Insurance proceeds shall be payable to the Landlord and Tenant, as their interests may appear.

20.5 Waiver of Subrogation

Except to the extent of Tenant's or Tenant's employees, agents, invitees or visitors' negligence of willful misconduct, Landlord and Tenant each hereby waive their rights of subrogation against one another to the extent it is covered by the Tenant's self-insurance obligations or Landlord's property insurance policies describe herein.

21. PARKING

21.1 Tenant's Rights

Tenant shall have the right to the number of unreserved parking spaces set forth in Section 1.1 for the Term of this Lease. No tandem parking shall be required or allowed, and Tenant shall be entitled to full in/out privileges at all times. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord from time to time, provided that such procedures shall be uniformly applied to all tenants. Tenant acknowledges that all unreserved parking spaces are not for the exclusive use of Tenant, rather, all such parking spaces are to be used on a non-exclusive, first-come, first-served basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building.

Access Cards: Landlord, at its sole expense, shall provide Tenant with at least one (1) parking access card or key fob for each reserved or unreserved parking space set forth in Section 1.1 plus an additional five (5) keycards for staff that will report to the site on an occasional basis, if applicable. Landlord shall provide to Tenant up to (3) replacement access cards each calendar year at no charge. If Tenant returns any access cards that are no longer active or malfunctioning during the Lease term, these may be re-programmed or replaced at no cost to the Tenant. Notwithstanding any additional access cards or key fobs, Tenant agrees that in the event that Tenant utilizes more than nine (9) parking spaces on any single day, Tenant shall be subject to Landlord's standard parking charges for any vehicles exceeding nine (9) vehicles for such day.

Validations: Tenant shall have the right to purchase or reimburse the landlord for parking validations for visitors. Landlord to provide the building rate schedule to the Tenant. Landlord may from time to time adjust the posted parking validation fees. Landlord to provide Tenant with at least sixty (60) days advance written notification prior to new parking validation rates taking effect. Notwithstanding anything to the contrary herein, Tenant understands and agrees that parking operations are managed and rates set by a third-party parking operator and that Tenant shall negotiate rates and validations with such third-party operator directly.

21.2 Remedies

Landlord acknowledges that it is a material term of this Lease that Tenant receives all of the parking spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever, a material number of the parking spaces required above are not available to Tenant (in addition to the rights given to Tenant under Section 14 and Sections 9 and 17 in the event of casualty or condemnation), then Tenant may:

- (a) terminate this Lease by giving written notice of such termination to Landlord, which notice shall be effective thirty (30) days thereafter, or
- (b) deduct from the Base Rent thereafter accruing hereunder an amount each month equal to the Base Rent times the percentage of parking spaces not so provided times the number 1.5, but such deduction from Base Rent shall be not less than ten percent (10%) nor more than one hundred percent (100%) of the Base Rent.

22. ENVIRONMENTAL MATTERS

22.1 Hazardous Materials

Tenant shall not cause nor permit, nor allow any of Tenant's employees agents, customers, visitors, invitees, licensee, contractor, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building or the Common Areas, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or

combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant, the Premises, the Building or the Common Areas.

22.2 Landlord Indemnity

Landlord shall indemnify, protect, defend (by counsel acceptable to Tenant) and hold harmless Tenant from and against any and all claims, judgments, causes of action, damage, penalties, fines, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of, or in connection with, the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to Hazardous Materials other than those caused by Tenant or Tenant's employees, agents, invitees or visitors. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Landlord shall promptly deliver to Tenant a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials in the Building or the Premises. Landlord's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Landlord under this Section shall constitute a material default under this Lease.

23. ESTOPPEL CERTIFICATES

Tenant shall, within 30 business (30) days after written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Exhibit F attached hereto (properly completed) but shall have no other obligation to deliver any other form of estoppel certificate. It is intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest in the Premises or a holder of any mortgage upon Landlord's interest in the Premises.

24. TENANT IMPROVEMENTS

Prior to the Commencement Date, Landlord shall construct the following Tenant Improvements to be made within the time set forth in the Work Letter, using building standard materials and finishes:

1. Demise the Premises from current Suite 220 to reduce rentable square footage from current 3,425 rentable square feet to 2,584 rentable square feet per attached plan.
2. Touch up paint as needed per mutually agreed upon plan
3. Deep clean carpet throughout the Premises

25. LIENS

Tenant shall keep its interest in this Lease and the Premises free from any liens arising out of any work performed or materials ordered or obligations incurred by Tenant. Landlord shall keep its interest in this Lease and the Premises free from any liens which would materially and adversely impair the interest of Tenant hereunder and hereby indemnifies and holds Tenant harmless from any liability or loss from any such lien. For any work not performed by Landlord, Landlord shall have the right at all times to post and keep posted on the Premises any notice which it deems necessary for protection from Liens. In the event any Lien is recorded against the Premises or the Building as a result of any work performed, materials furnished or obligations incurred by Tenant, and the Lien is not removed or discharged within thirty (30) days of the filing thereof, Landlord shall have the right, but not the obligation, to pay and discharge the recorded Lien without regard to whether it is lawful or correct.

26. SUBORDINATION AND MORTGAGES

26.1 Subordination and Non-Disturbance

Tenant agrees, at Landlord's option, to subordinate this Lease to the lien of any mortgages or deeds of trust now or hereafter in force against the Building; provided, however, Tenant's obligation to subordinate this Lease is expressly conditioned upon Tenant receiving a written agreement in the form of Exhibit E (or in such form as may reasonably be required by a lender) and provided further that no such subordination shall affect any option to extend the Term of this Lease, right of first offer to lease additional premises, option to purchase or right of first offer to purchase the Property which may be included herein.

26.2 Existing Deeds of Trust

Landlord shall use commercially reasonable efforts to cause the beneficiary under any existing deed of trust affecting the Building shall provide a written agreement to Tenant in the form of Exhibit E attached hereto, within 30 days after the execution of this Lease, upon request by Tenant.

26.3 Notice of Default

If any mortgagee or beneficiary under a deed of trust affecting the Property gives written notice of its name and address to Tenant by registered mail and requests copies of any notice of default that Tenant serves upon Landlord, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee or beneficiary a copy of any notice of default that Tenant serves upon Landlord which could permit Tenant to terminate this Lease, along with an additional ten days within which to cure such default.

27. SURRENDER OF POSSESSION

Subject to casualty, at the expiration or earlier termination of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in a "broom-clean" condition. Tenant may (but shall not be required to) remove, at its own expense, all fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture).

28. SIGNAGE

Tenant shall be allowed building standard signage on the directory located in the ground floor lobby of the Building and elevator lobbies of the floors of the Premises and suite signage, all of which shall be at Landlord's expense. Tenant shall have the right to install, at Landlord's sole cost and expense, up to two (2) lines per 1,000 rentable square feet of the Premises on the Building's directory board in the main lobby of the Building. Tenant shall be permitted to install signs at the Premises that conform with any and all applicable laws and ordinances.

29. QUIET ENJOYMENT

So long as Tenant is not in default hereunder, Tenant shall have the right to the peaceful and quiet enjoyment and possession of the Premises and the Common Areas during the Term of this Lease, subject to the terms and conditions of this Lease.

30. GENERAL

30.1 Headings

Titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

30.2 Successors and Assigns

All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon the Landlord and Tenant and their respective successors and assigns.

30.3 Brokers

Landlord and Tenant each represent and warrant to each other that other than Jones Lang LaSalle Brokerage Inc. ("JLL") (Brian Niehaus, Greg Astor and Ben Silver) for Landlord and CRESA, Inc. ("CRESA") (Dennis Smith), it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease other than as disclosed to the other in writing and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation. Landlord and Tenant agree that the Landlord shall be solely responsible for the payment of any brokerage commission to JLL and CRESA, and that the Tenant shall have no responsibility therefor. CRESA shall receive from Landlord or Landlord's broker, a commission payment, all commissions to be paid shall be pursuant to separate written agreement.

30.4 Entire Agreement

This Lease (including all exhibits hereto and the Landlord's Work Letter) is the final and complete expression of Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises, to Tenant's use of the Building and other matters set forth in this Lease. No prior agreements or understanding

pertaining to the same shall be valid or of any force or effect, and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by both Landlord and Tenant.

30.5 Severability

Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

30.6 Notices

The parties shall give all notices in writing by (i) personal delivery, (ii) national-recognized, next-day courier service, or (iii) first-class registered or certified mail, postage prepaid, to the Landlord's Address for Notice and Tenant's Address for Notice as set forth in Section 1.1. Without limiting the generality of the foregoing, Landlord's notices to Tenant shall not be effective if they are delivered to the Premises or to another address that is not set forth in Section 1.1(b) hereof. Any notice given under this Lease shall be deemed effective upon the date of delivery (whether accepted or refused), which, for certified mail and courier service, shall be established by U.S. Post Office return receipt or the courier's proof of delivery, respectively.

30.7 Governing Law and Venue

This Lease shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Lease shall be conducted in the County of Los Angeles, State of California.

30.8 Waivers

No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Landlord or Tenant of the same or any other provision. Landlord's or Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to or approval of any subsequent act by Landlord or Tenant.

30.9 Time of Essence

Time is of the essence for the performance of all of the obligations specified hereunder.

30.10 Consent

Whenever any consent is required by Landlord or Tenant hereunder, such consent shall not be unreasonably withheld, conditioned or delayed and, unless otherwise specifically provided herein, shall be deemed granted if not refused within ten (10) business days after written request is made therefore, together with all necessary information.

30.11 Community Business Enterprises

Landlord shall complete and deliver to Tenant concurrently with the execution hereof a Community Business Enterprises form set forth as Exhibit G attached hereto.

30.12 Memorandum of Lease

If requested by Tenant, Landlord and Tenant shall execute and acknowledge a Memorandum of Lease in the form of Exhibit H attached hereto, which Memorandum may be recorded by Tenant in the Official Records of Los Angeles County.

30.13 Counterparts; Electronic Signatures

This Lease and any other documents necessary for the consummation of the transaction contemplated by this Lease may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Lease and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Lease had been delivered had been signed using a handwritten signature. Landlord and Tenant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Lease is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Lease based on the foregoing forms of signature. If this Lease has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

31. **AUTHORITY**

Only the County's Board of Supervisors ("Board of Supervisors") has the authority, by formally approving and/or executing this Lease, to bind Tenant to the terms included herein. Landlord understands that no material terms of this Lease may be altered or deleted, nor may any new material terms be added to this Lease, without the express written approval of the Board of Supervisors, either through an amendment to the Lease or by other formal board action. No County officer, employee, agent or independent contractor has any authority to alter, add or delete the material terms of this Lease, and

Landlord may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the Lease including, without limitation, any monetary ceiling established for Tenant Improvements or other project costs of Landlord which are subject to reimbursement by Tenant. Tenant shall not reimburse Landlord for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Chief Executive Office of the County (the "Chief Executive Office") may take any administrative act on behalf of Tenant hereunder which does not have the effect of increasing Base Rent or other financial obligations of Tenant under this Lease, including without limitation, granting any approvals, terminating this Lease in the manner provided herein by an early termination notice or otherwise, signing estoppel certificates, signing the Commencement Date Memorandum and Confirmation of Lease Terms or subordinating this Lease. Each individual executing this Lease on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Landlord, and that this Lease is binding upon Landlord in accordance with its terms.

32. ACKNOWLEDGEMENT BY LANDLORD

Landlord acknowledges that it is aware of the following provisions:

32.1 Consideration of GAIN Program Participants

Should Landlord require additional or replacement personnel after the effective date of this Lease, Landlord shall give consideration for any such employment openings to participants in the County Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program who meet Landlord's minimum qualifications for the open position. The County will refer GAIN participants by job category to Landlord.

32.2 Solicitation of Consideration

It is improper for any County officer, employee or agent to solicit consideration in any form from a landlord. A landlord shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of a lease.

Landlord shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Landlord hereby represents and warrants that it has not provided, and will not provide, any financial benefits to any County official, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of this Lease. Landlord hereby agrees that if it violates any of the terms of this Section 32.2, then the County may declare this Lease null and void, and the County reserves the right to exercise any and all other remedies available under applicable law.

32.3 Landlord Assignment

- (a) Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and

obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.

- (b) Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease, or any portion thereof, as security for the Landlord's obligation to repay any monetary obligation, is hereinafter referred to as a "Security Agreement
- (c) Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the Tenant. Notwithstanding the foregoing, the Tenant hereby acknowledges and agrees that Landlord shall have the right to encumber the Property with CMBS (commercial mortgage backed securities) financing or other traditional real estate financing. However, Landlord may not encumber the Property through any type of bond financing vehicle, including but not limited to certificate of participation financing.
- (d) Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the Tenant may impose damages in an amount equal to the greater of \$500,000 or 10% of the aggregate principal portion of all rental payments payable by the Tenant during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the Tenant may exercise or pursue any other right or remedy it may have under this Lease or applicable law.
- (e) Landlord shall give Tenant written notice and a copy of each and every assignment, transfer, hypothecation or encumbrance of Landlord's interest in this Lease and any instrument relating thereto (including, but not limited to, instruments providing for the payment of Base Rent directly to an assignee or transferee) at least thirty (30) days prior to the effective date thereof.
- (f) Landlord shall not furnish any information concerning Tenant or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the office of counsel for the Tenant) to any person or entity, except with Tenant's prior written consent. Landlord shall indemnify, defend and hold Tenant and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Landlord in violation of this Section 32.3.

- (g) The provisions of this Section 32.3 shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns, whether so expressed or not.

32.4 Smoking in County Facilities.

The Surgeon General of the United States has concluded that passive smoke exposure is the third leading cause of preventable death in the United States. The United States Environmental Protection Agency has found second-hand smoke to be a known carcinogen. It is recognized that the County has a responsibility to establish, maintain and promote a healthful and safe working environment and to reduce health and safety risks of its employees and the public at large. Tobacco smoke is a hazard to the health of County employees and the general public and represents an annoyance which should be regulated and banned in all county facilities to the end that air quality in all such facilities be improved for the preservation and improvement of the health of all County employees and the public. Therefore, to the greatest extent possible, the rights and comfort of all employees shall be respected. Reasonable effort shall be made to provide smokers a place to smoke in areas open to the sky or otherwise located outside County facilities and, except as provided under Los Angeles County, California - Code of Ordinances Chapter 2.126 ("LAMC 2.126"), all portions of County-owned facilities and all portions of facilities leased by or from the County, which areas are not open to the sky, shall be designated as "no smoking" areas. Smoking, including the use of electronic smoking devices, shall be prohibited in the following areas of County facilities: (1) Within 50 feet of any operable entry or exit door or operable window of any County building and within 25 feet of any access ramp or handicap path; (2) Within any County parking lot, parking structure, or parking garage, whether enclosed or open to the sky; or (3) Within any driving range and eating area, including outdoor eating areas, of any County golf course. International no-smoking signs and other appropriate signs which designate no-smoking areas shall be clearly, sufficiently and conspicuously posted in every room, building or other place so covered by LAMC 2.126. The manner of such posting, including the wording, size, color and place of posting, whether on the walls, doors, tables, counters, stands or elsewhere, shall be at the discretion of the building proprietor so long as clarity, sufficiency and conspicuousness are apparent in communicating the intent. (Los Angeles County, California - Code of Ordinances Chapter 2.126.)

33. IRREVOCABLE OFFER

In consideration for the time and expense that Tenant will invest in this Lease, including but not limited to preliminary space planning, legal review, and preparation and noticing for presentation to the Tenant Real Estate Management Commission of Los Angeles County, as necessary, in reliance on Landlord's agreement to lease the Premises to Tenant under the terms of this Lease, Landlord irrevocably offers to enter into this Lease and not to revoke this offer until the Irrevocable Offer Expiration Date, as defined in Section 1.1.

34. OPTION TO EXTEND

34.1 Option Terms.

Provided that no material Default has occurred and is continuing under the Lease at the time the option is exercised, Tenant shall have one (1) option to renew this Lease for an additional period of sixty (60) months each (the "Extension Term").

34.2 Exercise of Option.

Tenant must exercise its options to extend this Lease by:

- (a) giving Landlord written notice of its intention to do so (its "Notice of Intent") no later than ninety (90) days, nor earlier than three hundred sixty-five (365) days, prior to the end of the initial Term, or the First Extension Term, as applicable, and
- (b) after Market Rental Value has been determined as provided below, and after the Board of Supervisors has approved the exercise of the option to renew, by giving written notice of its election to exercise such option. It is understood that Tenant will not exercise its option until after the Board of Supervisors has approved doing so, which will not be prior to the determination of the Market Rental Value, as provided below. If the Board of Supervisors has not approved the exercise of such option prior to ninety (90) days after the expiration of the Term of this Lease as then in effect, this Lease shall terminate on the scheduled expiration date as if the applicable option had not been exercised.

34.3 Terms and Conditions of the Extension Terms.

The Extension Terms shall be on all the terms and conditions of this Lease, except that the Base Rent during Extension Terms shall be equal to Fair Market Rental Value for the Premises as of the commencement of the applicable Extension Term ("Adjusted Market Rental Value") to be determined as set forth below, and Landlord shall have no additional obligation for free rent, leasehold improvements or for any other tenant inducements for the Extension Terms.

34.4 Agreement on Base Rent.

Landlord and Tenant shall have ninety (90) days after Landlord receives the Notice of Intent in which to agree on the Base Rent during the applicable Extension Term. Base Rent during the Extension Term(s) shall be the Adjusted Market Rental Value of the Premises calculated as of the date Tenant gives its Notice of Intent with respect to its first and second options to extend, respectively.

34.5 Market Rental Value.

The term "Market Rental Value" shall be the rental rate for renewal transactions that comparable Premises in the market in which the Premises is located would command for approximately the same term as the Extension Term on the open market at the commencement date of the Extension Term, pursuant to transactions

completed in the twelve (12) month period prior to the commencement date of the Extension Term, as determined jointly by Landlord and Tenant. For purposes hereof, the term "comparable Premises" shall mean premises in a Building similar in size and location to the Building, excluding any improvements installed by Tenant, at its sole cost, within the Premises of the Building. In determining the Market Rental Value, appropriate consideration shall be given to Tenant's creditworthiness, conditions imposed on Landlord by Tenant, the annual amount per rentable square foot that Landlord has accepted in current transactions between non-affiliated parties from new, non-expansion and non-equity tenants for comparable premises for general office use for a comparable period of time, the annual rental rates per square foot, rental increases, the standard of measurement by which the rentable square footage is measured, the ratio of rentable square feet to usable square feet, presence or absence of pass throughs for taxes, insurance maintenance and other costs, the type of escalation clause (e.g., whether increases in additional rent are determined on a net or gross basis, and if gross, whether such increases are determined according to a base year or a base dollar amount expense stop), parking rights and obligations, signage rights, abatement provisions reflecting free rent and/or no rent (excluding any abatement during the period of construction or subsequent to the commencement date as to the space in question), brokerage commissions, if any, which would be payable by Landlord in similar transactions, length of the lease term, size and location of the Building being leased, and other general applicable conditions of tenancy for such comparable transactions.

34.6 Opinions.

Landlord shall submit its opinion of Market Rental Value to Tenant within fifteen (15) days after Landlord's receipt of the Notice of Intent, and Tenant shall respond thereto within ten (10) days thereafter by either (a) accepting Landlord's opinion of Market Rental Value (in which case, such Market Rental Value shall be used to determine Base Rent during the Extension Term) or (b) submitting Tenant's opinion of Market Rental Value. If Landlord and Tenant cannot agree upon the Market Rental Value of the Premises within fifteen (15) days thereafter, then Landlord and Tenant within five (5) days shall each submit to each other their final written statement of Market Rental Value ("Final Statement"). Within ten (10) days thereafter Landlord and Tenant shall together appoint one real estate appraiser (who shall be a Member of the American Institute of Real Estate Appraisers) (or, if both Landlord and Tenant agree, a certified property manager with ten (10) years' experience) who will determine whether Landlord's or Tenant's Final Statement of Market Rental Value is the closest to the actual (in such appraiser's opinion) Market Rental Value of the Premises. If Landlord and Tenant cannot mutually agree upon an appraiser within said ten (10) day period, Tenant may apply to the Presiding Judge of the Superior Court for Los Angeles County, requesting said Judge to appoint the M.A.I. qualified appraiser. The appraiser so appointed shall promptly determine whether Landlord's or Tenant's Final Statement of Market Rental Value is the closest to the actual (in such appraisers' opinion) Market Rental Value of the Premises, and such Final Statement of Market Rental Value shall be the Market Rental Value used in determining Base Rent during the Extension Term. The fees and expenses of the appraiser shall be borne equally by Landlord and Tenant. The appraiser appointed or selected pursuant to this Section shall have at least ten (10) years' experience appraising commercial properties in Los Angeles County.


34.7 Amendment of Lease

Immediately after the Board of Supervisors approves the exercise of any option granted pursuant to this Section 34, and such option is exercised, Landlord and Tenant shall execute an amendment to this Lease setting forth the new Base Rent in effect

IN WITNESS WHEREOF this Lease has been executed the day and year first set forth above.

LANDLORD:

BRISTOL CAPITAL VENTURES, LLC
a California limited liability company

By: 
Name: Arsoef Tanna
Its: Authorized Signatory

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk
of the County of Los Angeles

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: 
Senior Deputy

EXHIBIT A

FLOOR PLAN OF PREMISES

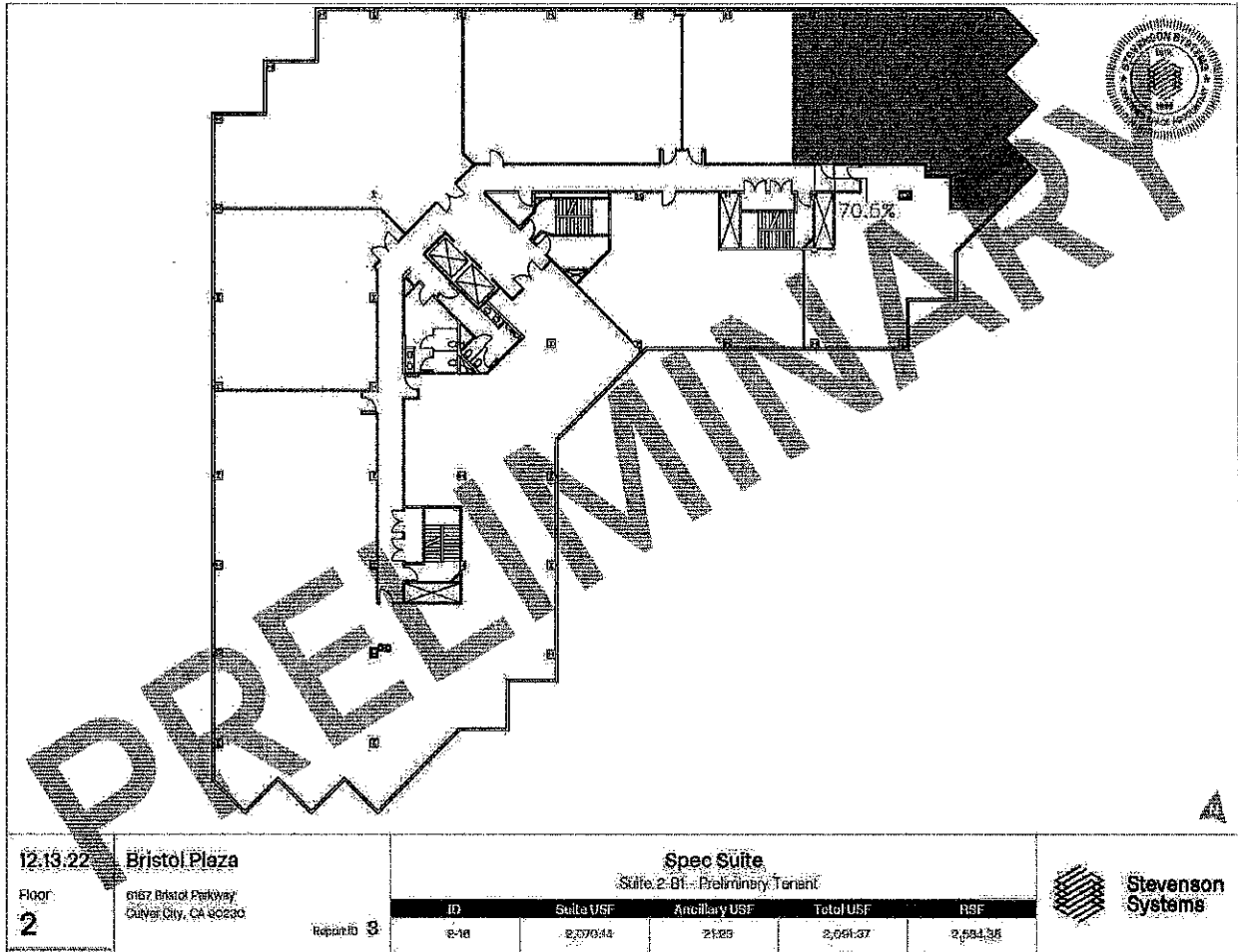


EXHIBIT B

COMMENCEMENT DATE MEMORANDUM AND CONFIRMATION OF LEASE TERMS

Reference is made to that certain Lease Agreement ("Lease") dated _____, 20__, between County of Los Angeles, a body corporate and politic ("Tenant"), and _____, a _____ ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at _____ ("Premises"),

Landlord and Tenant hereby acknowledge as follow:

- 1) INTENTIONALLY OMITTED;
- 2) Tenant has accepted possession of the Premises and now occupies the same;
- 3) The Lease commenced on _____ ("Commencement Date");
- 4) The Premises contain _____ rentable square feet of space; and
- 5) Base Rent Schedule per Section 5.2 and Section 5.3 of Lease:

Months	Rate per RSF	Monthly Rent
1-12	\$3.25	\$8,398.00
13-24	\$3.35	\$8,694.94
25-36	\$3.45	\$8,909.44
37-48	\$3.55	\$9,176.72
49-60	\$3.66	\$9,452.02
61-72	\$3.77	\$9,735.58
73-84	\$3.88	\$10,027.65
85-96	\$4.00	\$10,328.48
97-108	\$4.12	\$10,638.34

* Base Rent shall be abated for the first three months of the Lease Term per section 5.3 of this Lease.

IN WITNESS WHEREOF, this memorandum is executed this _____ day of _____,
20____.

Tenant:

Landlord:

COUNTY OF LOS ANGELES,
a body corporate and politic

_____,
a _____

By: _____
Name _____
Its _____

By: _____
Name _____
Its _____

EXHIBIT C

HEATING, VENTILATION AND AIR CONDITIONING

Landlord shall supply cooling, ventilating and heating with capacity to produce the following results effective during Tenant's Hours of Operation established by the Lease and within tolerances normal in comparable office buildings; maintenance of inside space conditions of not greater than 78 degrees Fahrenheit when the outside air temperature is not more than 93 degrees Fahrenheit dry bulb and 70 degrees Fahrenheit wet bulb, and not less than 70 degrees Fahrenheit when the outside air temperature is not lower than 42 degrees Fahrenheit dry bulb. Interior space is designated at a rate of one zone for approximately each 1,000 square feet and one diffuser for each 200 square feet of usable/net square footage within the Premises. If energy requirements prohibit Landlord from complying with these requirements, Tenant shall not unreasonably withhold its consent to temporary waivers or modifications.

EXHIBIT D

CLEANING AND MAINTENANCE SCHEDULE

A. DAILY (Monday through Friday)

1. Carpets vacuumed.
2. Composition floors dust-mopped.
3. Desks, desk accessories and office furniture dusted. Papers and folders left on desk not to be moved.
4. Waste baskets, other trash receptacles emptied.
5. Chairs and waste baskets returned to proper position.
6. Fingerprints removed from glass doors and partitions.
7. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.
8. Bulb and tube replacements, as required.
9. Emergency exit signage and egress battery replacement (if applicable)
10. Graffiti expunged as needed within two working days after notice by Tenant
11. Floors washed as needed.
12. Standard kitchen/lunchroom/restroom supplies replenished, including, but not limited to, paper supplies and soap.
13. Exclusive Building day porter service from 7:00 a.m. to 3:00 p.m. (excepting government holidays)

B. WEEKLY

14. Low-reach areas, chair rungs, baseboards and insides of door jambs dusted.
15. Window sills, ledges and wood paneling and molding dusted.

C. MONTHLY

16. Floors washed and waxed in uncarpeted office area.
17. High-reach areas, door frames and tops of partitions dusted.
18. Upholstered furniture vacuumed, plastic and leather furniture wiped
19. Picture moldings and frames dusted.

- 20. Wall vents and ceiling vents vacuumed.
- 21. Carpet professionally spot cleaned as required to remove stains.
- 22. HVAC chiller water checked for bacteria, water conditioned as necessary.

D. QUARTERLY

- 23. Light fixtures cleaned and dusted, but not less frequently than quarterly.
- 24. Draperies or mini-blinds cleaned as required, but not less frequently than quarterly.
- 25. HVAC units serviced for preventative maintenance purposes, all filters changed.

E. SEMI-ANNUALLY (on an "as-necessary" basis)

- 26. Perimeter windows washed as required inside and outside but not less frequently than twice annually.
- 27. All painted wall and door surfaces cleaned and stains removed.
- 28. All walls treated with vinyl covering cleaned and stains removed.

F. ANNUALLY. To the extent that these services are provided to other tenants of the Building, Landlord shall extend the following services to Tenant:

- 29. Furniture Systems and any other fabric or upholstered surfaces including chairs, couches, walls, etc., spot cleaned, or if determined to be necessary in Tenant's sole discretion, professionally cleaned in their entirety using a water extraction system.
- 30. Bathroom and any other ceramic tile surfaces professionally cleaned using a hand scrub process. All grout and porous surfaces resealed with a professional grade sealant.
- 31. Touch-up paint all interior painted surfaces in a color and finish to match existing

G. AS NEEDED

- 32. Premises and the sidewalks, driveways, parking areas and all means of access and egress for the Premises should be maintained in good repair, and in clean and safe condition at all times.
- 33. All lawns, shrubbery and foliage on the grounds of the Premises should be maintained in good condition and neat in appearance. Grass and shrubbery must be replanted as needed to maintain the grounds in good appearance and condition.
- 34. Interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.

35. Carpets to be cleaned using a non-detergent, low moisture, soil encapsulation system as recommended by the carpet manufacturer. The following schedule will be maintained for carpet cleaning:

- i. heavy traffic areas cleaned as needed, with a minimum frequency of bi-monthly [six (6) times per year];
- ii. moderate traffic areas cleaned as needed, with a minimum of once every six (6) months [two (2) times per year]; and
- iii. clean light traffic areas a minimum of once per year.

Landlord agrees that bonnet cleaning is not an acceptable method of cleaning carpets.

38. All walls repainted and wall coverings replaced throughout the Premises. The paint finish should be eggshell or semi-gloss as directed by Tenant and in a color acceptable to Tenant. In no event will Landlord be required to repaint or replace wall coverings more than one (1) time in a five (5) year period (the "Occurrence") except for touch-up paint as provided in Paragraph 6.C. of this Exhibit E. The initial tenant improvements completed prior to Tenant's occupancy or as a condition to the renewal of the Lease shall not constitute an Occurrence for the purpose of determining the frequency of this work.

39. All HVAC ducts cleaned as needed, but no less than every five (5) years.

H. GENERAL

Landlord shall, upon request of Tenant, produce written service contracts as evidence of compliance with the terms of this Cleaning and Maintenance Schedule.

EXHIBIT E

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

County of Los Angeles
Chief Executive Office
Real Estate Division
320 W. Temple Street, 7th Floor
Los Angeles, California 90012

)
)
)
)
)
)
)

Space above for Recorder's Use

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

NOTICE: THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

This Subordination, Non-disturbance and Attornment Agreement ("Agreement") is entered into as of the ____ day of _____, 20__ by and among COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant"), [Insert name of Landlord], ("Borrower") and [Insert name of Lender], ("Lender").

Factual Background

A. Borrower owns certain real property more particularly described in the attached Exhibit A. The term "Property" herein means that real property together with all improvements (the "Improvements") located on it.

B. Lender has made or agreed to make a loan to Borrower. The Loan is or will be secured by a deed of trust or mortgage encumbering the Property (the "Deed of Trust").

C. Tenant and Borrower (as "Landlord") entered into a lease dated _____ (the "Lease") under which Borrower leased to Tenant a portion of the Improvements located within the Property and more particularly described in the Lease (the "Premises").

D. Tenant is willing to agree to subordinate certain of Tenant's rights under the Lease to the lien of the Deed of Trust and to attorn to Lender on the terms and conditions of this Agreement. Tenant is willing to agree to such subordination and attornment and other conditions, provided that Lender agrees to a non-disturbance provision, all as set forth more fully below.

Agreement

Therefore, the parties agree as follows:

1. Subordination. The lien of the Deed of Trust and all amendments, modifications and extensions thereto shall be and remain at all times a lien on the Property prior and superior to the Lease, except that if Tenant is granted any option to extend the Term of the Lease, right of first offer to lease additional premises or option to purchase the Property or right of first offer to purchase the Property in the Lease, such provisions shall not be affected or diminished by any such subordination.

2. Definitions of "Transfer of the Property" and "Purchaser". As used herein, the term "Transfer of the Property" means any transfer of Borrower's interest in the Property by foreclosure, trustee's sale or other action or proceeding for the enforcement of the Deed of Trust or by deed in lieu thereof. The term "Purchaser", as used herein, means any transferee, including Lender, of the interest of Borrower as a result of any such Transfer of the Property and also includes any and all successors and assigns, including Lender, of such transferee.

3. Non-disturbance. The enforcement of the Deed of Trust shall not terminate the Lease or disturb Tenant in the possession and use of the leasehold estate created thereby.

4. Attornment. Subject to Section 3 above, if any Transfer of the Property should occur, Tenant shall and hereby does attorn to Purchaser, including Lender if it should be the Purchaser, as the landlord under the Lease, and Tenant shall be bound to Purchaser under all of the terms, covenants and conditions of the Lease for the balance of the Lease term and any extensions or renewals of it which may then or later be in effect under any validly exercised extension or renewal option contained in the Lease, all with the same force and effect as if Purchaser had been the original landlord under the Lease. This attornment shall be effective and self-operative without the execution of any further instruments upon Purchaser's succeeding to the interest of the landlord under the Lease.

5. Lender Not Obligated. Lender, if it becomes the Purchaser or if it takes possession under the Deed of Trust, and any other Purchaser shall not:

(a) be liable for any damages or other relief attributable to any act or omission of any prior Landlord under the Lease, including Borrower, unless such act or omission continues after the date that Lender or Purchaser succeeds to the interest of such prior landlord; or

(b) be subject to any offset or defense not specifically provided for in the Lease which Tenant may have against any prior landlord under the Lease, unless resulting from a default or breach by such prior landlord which continues after Lender or Purchaser succeeds to the interest of such prior landlord; and provided that any offsets deducted by Tenant prior to the date that Lender or Purchaser succeeds to the interest of such prior landlord shall not be subject to challenge; or

(c) be bound by any prepayment by Tenant of more than one (1) month's installment of rent, unless the Lease expressly requires such prepayment; or

(d) be obligated for any security deposit not actually delivered to Purchaser; or

(e) be bound by any modification or amendment of or to the Lease which materially increases Landlord's obligations under the Lease or materially decreases Tenant's obligation under the Lease, unless Lender has approved such modification or amendment in writing, which approval shall not be unreasonably withheld, conditioned or delayed.

6. Notices. All notices given under this Agreement shall be in writing and shall be given by personal delivery, overnight receipted courier or by registered or certified United States mail, postage prepaid, sent to the party at its address appearing below. Notices shall be effective upon receipt (or on the date when proper delivery is refused). Addresses for notices may be changed by any party by notice to all other parties in accordance with this Section.

To Lender: _____

To Borrower: _____

To Tenant: County of Los Angeles
Chief Executive Office
Real Estate Division
320 W. Temple Street, 7th Floor
Los Angeles, California 90012
Attention: Director of Real Estate

7. Miscellaneous Provisions. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement is governed by the laws of the State of California without regard to the choice of law rules of that State.

TENANT: COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name: _____
Title: _____

BORROWER: *[Insert name of Landlord]*

By: _____
Name: _____
Title: _____

LENDER: *[Insert name of Lender],*

By: _____
Name: _____
Title: _____

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

personally appeared _____
Name of Signer(s)

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Signature (Seal)

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

EXHIBIT F

TENANT ESTOPPEL CERTIFICATE

To: [Insert name of party to rely on document]

Attn: _____

Re: Date of Certificate: _____
 Lease Dated: _____
 Current Landlord: _____
 Located at: _____
 Premises: _____
 Commencement Date of Term: _____
 Expiration Date: _____
 Current Rent: _____

County of Los Angeles ("Tenant") hereby certifies that, to its actual knowledge, as of the date hereof:

1. Tenant is the present holder of the tenant's interest under the lease described above, as it may be amended to date (the "Lease"). The Lease covers the premises described above (the "Premises") in the building (the "Building") at the address set forth above.

2. (a) A true, correct and complete copy of the Lease (including all modifications, amendments, supplements, side letters, addenda and riders of and to it) is attached to this Certificate as Exhibit A.

 (b) The current Rent is set forth above.

 (c) The term of the Lease commenced on the Commencement Date set forth above and will expire on the Expiration Date set forth above, including any presently exercised option or renewal term. Tenant has no option or right to renew, extend or cancel the Lease, or to lease additional space in the Premises or Building, or to use any parking other than that specified in the Lease.

 (d) Except as specified in the Lease, Tenant has no option or preferential right to purchase all or any part of the Premises (or the land of which the Premises are a part).

 (e) Tenant has made no agreement with Landlord or any agent, representative or employee of Landlord concerning free rent, partial rent, rebate of rental payments or any other similar rent concession except as expressly set forth in the Lease.

3. (a) The Lease constitutes the entire agreement between Tenant and Landlord with respect to the Premises, has not been modified changed, altered or amended, except as set forth in Exhibit A, and is in full force and effect. There are no other agreements, written or oral, which affect Tenant's occupancy of the Premises.

[(b) To the knowledge of Tenant, Tenant has not given Landlord written notice of a material default under the Lease which has not been cured.]

(c) Tenant's interest in the Lease has not been assigned or encumbered.

(d) Tenant is not entitled to any credit against any rent or other charge or rent concession under the Lease, except as set forth in the Lease.

(e) No rental payments have been made more than one (1) month in advance.

4. All contributions required to be paid by Landlord to date for improvements to the Premises have been paid in full, and all of Landlord's obligations with respect to tenant improvements have been fully performed, except: _____.

IN WITNESS WHEREOF, the Tenant has executed this Tenant Estoppel Certificate as of the day set forth above.

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name: _____
Title: _____

EXHIBIT G

COMMUNITY BUSINESS ENTERPRISE FORM

INSTRUCTIONS: All Landlords shall submit this form on an annual basis on or before December 30th of each year of the term of this agreement as evidence of MBE/WBE participation. The information requested below is for statistical purposes only. The final analysis and consideration of the lease will be determined without regard to race, creed, color or gender. (Categories listed below are based on those described in 49 CFR Section 23.5)

I. Minority/Women Participation in Firm (Partners, Associate Partners, Managers, Staff, etc.)

1. Firm Name: _____		3. Contact Person/Telephone Number: _____				
2. Address: _____		_____				
_____		_____				
_____		4. Total number of employees in the firm: _____				
5. Provide the number of all minority employees and women in each category.	Owners, Partners and Associate Partners		Managers		Staff	
	All O,P & AP	Women	All Managers	Women	All Staff	Women
Black/African American						
Hispanic/Latin American						
Asian American						
Portuguese American						
American Indian/Alaskan Native						
All Others						

II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM

1. Type of Business Structure: (Corporation, Partnership, Sole Proprietorship, Etc.) _____

2. Total Number of Ownership/Partners, Etc.: _____			III. MINORITY/WOMEN-OWNED FIRM CERTIFICATION		
3. Provide the percentage of ownership in each	All Employee	Women	Is your firm currently certified as a minority owned business firm by the:		
Black/African American			State of California? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Hispanic/Latin American			City of Los Angeles? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Asian American			Federal Government? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Portuguese American			Section D. OPTION TO PROVIDE REQUESTED INFORMATION		
American Indian/Alaskan Native			<input type="checkbox"/> We do not wish to provide the information required in this form.		
All Others			Firm Name: _____		

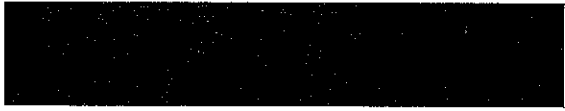
	Signature/Title: _____
	Date: _____

EXHIBIT H

MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

County of Los Angeles
Chief Executive Office
Real Estate Division
320 W. Temple Street, 7th Floor
Los Angeles, California 90012
Attention: Director of Real Estate

This document is recorded for the benefit of the County of Los Angeles and recording is exempt from recording fees pursuant to California Government Code Section 27383. This transaction is exempt from documentary transfer tax pursuant to California Revenue and Taxation Code Section 11922.

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is made and entered into by and between _____, a _____ (the "Landlord"), and the COUNTY OF LOS ANGELES, a public body corporate and politic, duly organized and existing under the laws of the State of California (the "Tenant"), who agree as follows:

Landlord and Tenant have entered into an unrecorded lease dated _____, 20__ (the "Lease") of certain real property located in the County of Los Angeles, State of California, described in Exhibit A attached hereto and incorporated herein by reference, for a term commencing on _____, 20__, and ending on a date _____ years after the commencement date, unless such term is extended or sooner terminated pursuant to the terms and conditions set forth in the Lease.

This Memorandum has been prepared for the purpose of giving notice of the Lease and of its terms, covenants, and conditions, and for no other purposes. The provisions of this Memorandum shall not in any way change or affect the provisions of the Lease, the terms of which remain in full force and effect.

Dated: _____, 20__.

LANDLORD:

By: _____
Its: _____

By: _____
Its: _____

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk
of the County of Los Angeles

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
Interim County Counsel

By: _____
Senior Deputy

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

)

) SS.

COUNTY OF _____

)

On _____, before me,

_____ Date

_____ Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____,

_____ Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)

EXHIBIT I

RULES AND REGULATIONS

Tenant shall comply with the following rules and regulations (as modified or supplemented from time to time, the "**Rules and Regulations**"). Landlord shall not be responsible to Tenant for the nonperformance of any of the Rules and Regulations by any other tenants or occupants of the Project. In the event of any conflict between the Rules and Regulations and the other provisions of this Lease, the latter shall control.

1. Tenant shall not alter any lock or install any new or additional locks or bolts on any doors or windows of the Premises without obtaining Landlord's prior consent. Tenant shall bear the cost of any lock changes or repairs required by Tenant. Two (2) keys will be furnished by Landlord for the Premises, and any additional keys required by Tenant must be obtained from Landlord at a reasonable cost to be established by Landlord. Upon the termination of this Lease, Tenant shall restore to Landlord all keys of stores, offices and toilet rooms furnished to or otherwise procured by Tenant, and if any such keys are lost, Tenant shall pay Landlord the cost of replacing them or of changing the applicable locks if Landlord deems such changes necessary.
2. All doors opening to public corridors shall be kept closed at all times except for normal ingress and egress to the Premises.
3. Landlord may close and keep locked all entrance and exit doors of the Building during such hours as are customary for comparable buildings in the vicinity of the Building. Tenant shall cause its employees, agents, contractors, invitees and licensees who use Building doors during such hours to securely close and lock them after such use. Any person entering or leaving the Building during such hours, or when the Building doors are otherwise locked, may be required to sign the Building register, and access to the Building may be refused unless such person has proper identification or has a previously arranged access pass. Landlord will furnish passes to persons for whom Tenant requests them. Tenant shall be responsible for all persons for whom Tenant requests passes and shall be liable to Landlord for all acts of such persons. Landlord and its agents shall not be liable for damages for any error with regard to the admission or exclusion of any person to or from the Building. In case of invasion, mob, riot, public excitement or other commotion, Landlord may prevent access to the Building or the Project during the continuance thereof by any means it deems appropriate for the safety and protection of life and property. Subject to Landlord's reasonable security measures and force majeure, Tenant shall have access to the Premises and the parking facility 24 hours per day, 7 days per week.
4. No furniture, freight or equipment shall be brought into the Building without prior notice to Landlord. All moving activity into or out of the Building shall be scheduled with Landlord and done only at such time and in such manner as Landlord designates. Landlord may prescribe the weight, size and position of all safes and other heavy property brought into the Building and also the times and manner of moving the same in and out of the Building. Safes and other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss

of or damage to any such safe or property. Any damage to the Building, its contents, occupants or invitees resulting from Tenant's moving or maintaining any such safe or other heavy property shall be the sole responsibility and expense of Tenant (notwithstanding Sections 7 and 10.4 of this Lease).

5. No furniture, packages, supplies, equipment or merchandise will be received in the Building or carried up or down in the elevators, except between such hours, in such specific elevator and by such personnel as shall be designated by Landlord.
6. Employees of Landlord shall not perform any work or do anything outside their regular duties unless under special instructions from Landlord.
7. No sign, advertisement, notice or handbill shall be exhibited, distributed, painted or affixed by Tenant on any part of the Premises or the Building without Landlord's prior consent. Tenant shall not disturb, solicit, peddle or canvass any occupant of the Project.
8. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance shall be thrown therein. Notwithstanding Sections 7 and 10.4 of this Lease, Tenant shall bear the expense of any breakage, stoppage or damage resulting from any violation of this rule by Tenant or any of its employees, agents, contractors, invitees or licensees.
9. Tenant shall not overload the floor of the Premises, or mark, drive nails or screws or drill into the partitions, woodwork or drywall of the Premises, or otherwise deface the Premises, without Landlord's prior consent. Tenant shall not purchase bottled water, ice, towel, linen, maintenance or other like services from any person not approved by Landlord.
10. Except for vending machines intended for the sole use of Tenant's employees and invitees, no vending machine or machines other than fractional horsepower office machines shall be installed, maintained or operated in the Premises without Landlord's prior consent.
11. Tenant shall not, without Landlord's prior consent, use, store, install, disturb, spill, remove, release or dispose of, within or about the Premises or any other portion of the Project, any asbestos-containing materials, any solid, liquid or gaseous material now or subsequently considered toxic or hazardous under the provisions of 42 U.S.C. Section 9601 et seq. or any other applicable environmental Law, or any inflammable, explosive or dangerous fluid or substance; provided, however, that Tenant may use, store and dispose of such substances in such amounts as are typically found in similar premises used for general office purposes provided that such use, storage and disposal does not damage any part of the Premises, Building or Project and is performed in a safe manner and in accordance with all Laws. Tenant shall comply with all Laws pertaining to and governing the use of such materials by Tenant and shall remain solely liable for the costs of abatement and removal. No burning candle or other open flame shall be ignited or kept by Tenant in or about the Premises, Building or Project.

12. Tenant shall not, without Landlord's prior consent, use any method of heating or air conditioning other than that supplied by Landlord.
13. Tenant shall not use or keep any foul or noxious gas or substance in or on the Premises, or occupy or use the Premises in a manner offensive or objectionable to Landlord or other occupants of the Project by reason of noise, odors or vibrations, or interfere with other occupants or those having business therein, whether by the use of any musical instrument, radio, CD player or otherwise. Tenant shall not throw anything out of doors, windows or skylights or down passageways.
14. Tenant shall not bring into or keep within the Project, the Building or the Premises any animals (other than service animals), birds, aquariums, or, except in areas designated by Landlord, bicycles or other vehicles.
15. No cooking shall be done in the Premises, nor shall the Premises be used for lodging, for living quarters or sleeping apartments, or for any improper, objectionable or immoral purposes. Notwithstanding the foregoing, Underwriters' laboratory-approved equipment and microwave ovens may be used in the Premises for heating food and brewing coffee, tea, hot chocolate and similar beverages for employees and invitees, provided that such use complies with all Laws.
16. The Premises shall not be used for manufacturing or for the storage of merchandise except to the extent such storage may be incidental to the Permitted Use. Tenant shall not occupy the Premises as an office for a messenger-type operation or dispatch office, public stenographer or typist, or for the manufacture or sale of liquor, narcotics or tobacco, or as a medical office, a barber or manicure shop, or an employment bureau, without Landlord's prior consent. Tenant shall not engage or pay any employees in the Premises except those actually working for Tenant in the Premises, nor advertise for laborers giving an address at the Premises.
17. Landlord may exclude from the Project any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs, or who violates any of these Rules and Regulations.
18. Tenant shall not loiter in or on the entrances, corridors, sidewalks, lobbies, courts, halls, stairways, elevators, vestibules or any Common Areas for the purpose of smoking tobacco products or for any other purpose, nor in any way obstruct such areas, and shall use them only as a means of ingress and egress for the Premises.
19. Tenant shall not waste electricity, water or air conditioning, shall cooperate with Landlord to ensure the most effective operation of the Building's heating and air conditioning system, and shall not attempt to adjust any controls. Tenant shall install and use in the Premises only ENERGY STAR rated equipment, where available. Tenant shall use recycled paper in the Premises to the extent consistent with its business requirements.
20. Tenant shall store all its trash and garbage inside the Premises. No material shall be placed in the trash or garbage receptacles if, under Law, it may not be disposed of in the ordinary and customary manner of disposing of trash and garbage in the vicinity of the Building. All trash, garbage and refuse disposal shall be made only through entryways and elevators provided for such purposes at such times as

Landlord shall designate. Tenant shall comply with Landlord's recycling program, if any.

21. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.
22. Any persons employed by Tenant to do janitorial work shall be subject to Landlord's prior consent and, while in the Building and outside of the Premises, shall be subject to the control and direction of the Building manager (but not as an agent or employee of such manager or Landlord), and Tenant shall be responsible for all acts of such persons.
23. No awning or other projection shall be attached to the outside walls of the Building without Landlord's prior consent. Other than Landlord's Building-standard window coverings, no curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises. All electrical ceiling fixtures hung in the Premises or spaces along the perimeter of the Building must be fluorescent and/or of a quality, type, design and a warm white bulb color approved in advance by Landlord. Neither the interior nor exterior of any windows shall be coated or otherwise sunscreened without Landlord's prior consent. Tenant shall abide by Landlord's regulations concerning the opening and closing of window coverings.
24. Tenant shall not obstruct any sashes, sash doors, skylights, windows or doors that reflect or admit light or air into the halls, passageways or other public places in the Building, nor shall Tenant place any bottles, parcels or other articles on the windowsills.
25. Tenant must comply with requests by Landlord concerning the informing of their employees of items of importance to the Landlord.
26. Tenant must comply with the State of California "No-Smoking" law set forth in California Labor Code Section 6404.5 and with any local "No-Smoking" ordinance that is not superseded by such law.
27. Tenant shall cooperate in any reasonable safety or security program developed by Landlord or required by Law.
28. All office equipment of an electrical or mechanical nature shall be placed by Tenant in the Premises in settings approved by Landlord, to absorb or prevent any vibration, noise or annoyance.
29. Tenant shall not use any hand trucks except those equipped with rubber tires and rubber side guards.
30. No auction, liquidation, fire sale, going-out-of-business or bankruptcy sale shall be conducted in the Premises without Landlord's prior consent.
31. Without Landlord's prior consent, Tenant shall not use the name of the Project or Building or use pictures or illustrations of the Project or Building in advertising or

other publicity or for any purpose other than as the address of the business to be conducted by Tenant in the Premises.

Landlord may from time to time modify or supplement these Rules and Regulations in a manner that, in Landlord's reasonable judgment, is appropriate for the management, safety, care and cleanliness of the Premises, the Building, the Common Areas and the Project, for the preservation of good order therein, and for the convenience of other occupants and tenants thereof. Landlord may waive any of these Rules and Regulations for the benefit of any tenant, but no such waiver shall be construed as a waiver of such Rule and Regulation in favor of any other tenant nor prevent Landlord from thereafter enforcing such Rule and Regulation against any tenant.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☐ Board Letter

☒ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	9/3/2025		
BOARD MEETING DATE	Not Applicable		
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)	Department of Health Services (DHS)		
SUBJECT	ADVANCE NOTIFICATION OF INTENT TO NEGOTIATE AN EXTENSION OF SOLE SOURCE AGREEMENT NO. H-212780 WITH ESO SOLUTIONS, INC.		
PROGRAM	Emergency Medical Services (EMS)		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: It is in the best economic interest of the County to extend the agreement because ESO is uniquely positioned to continue providing trauma and emergency clinical data management services for LA County's EMS system and is customized to meet the specific needs of DHS. DHS anticipates the Health Data Exchange (HDE) implementation for all hospitals and EMS provider agencies to be completed by the end of 2027.		
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	The agreement will expire on September 30, 2026.		
COST & FUNDING	Total cost:	Funding source:	Not Applicable
	TERMS (if applicable):		
	Explanation:		
	Cost will be determined after negotiations with TEMIS are completed.		
PURPOSE OF REQUEST	To notify the Board of Supervisors of DHS' intention to enter into sole source negotiations and request approval to amend the existing agreement with TEMIS to extend the term.		
BACKGROUND (include internal/external issues that may exist including any related motions)	TEMIS is an integrated, Countywide trauma and emergency clinical data management system developed by Lancet (acquired by ESO in 2019), currently used by the DHS Emergency Medical Services (EMS) Agency, 15 Trauma Centers, 21 Paramedic Base Hospitals, and 32 EMS Provider Agencies. These organizations rely on TEMIS for access to data and reports necessary for timely data capture, analysis, and health intelligence data sharing. On December 31, 2024, Amendment 13 was executed to upgrade the second legacy data registry from a client-based system to a HDE Software-as-a-Services (SaaS) platform. This update will provide a secure, automated bi-directional, real-time data transfer between EMS patient care records a hospital's electronic medical system. DHS anticipates the HDE implementation for all hospitals and EMS provider agencies to be completed by the end of 2027.		
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priorities # 2 to modernize LA County Emergency Medical Services trauma data infrastructure		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: - Julio Alvarado, Director Cont. Admin & Mntr., (213) 288-7819, jvalvarado@dhs.lacounty.gov - Richard Tadeo, Director, EMS, (562) 378-1610, Rtadeo@dhs.lacounty.gov - Truc Moore, Principal Deputy County Counsel, (213) 453-3741, tmoore@counsel.lacounty.gov		



September 3, 2025

**Los Angeles County
Board of Supervisors**

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Lindsey P. Horvath
Third District

Janice K. Hahn
Fourth District

Kathryn Barger
Fifth District

Christina R. Ghaly, M.D.
Director

Nina J. Park, M.D.
Chief Deputy Director, Clinical Affairs & Population Health

Aries Limbaga, DNP, MBA
Chief Deputy Director, Operations

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extraordinary care"*



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TO: Supervisor Kathryn Barger, Chair
Supervisor Hilda L. Solis
Supervisor Holly J. Mitchell
Supervisor Lindsey P. Horvath
Supervisor Janice K. Hahn

FROM: Christina R. Ghaly, M.D. 
Director

SUBJECT: **ADVANCE NOTIFICATION OF INTENT TO
NEGOTIATE AN EXTENSION OF SOLE
SOURCE AGREEMENT NO. H-212780 WITH
ESO SOLUTIONS, INC.**

This is to advise the Board of Supervisors (Board) that the Department of Health Services (DHS) intends to enter into sole source negotiations with ESO Solutions, Inc. (ESO), to amend Agreement No. H-212780 (Agreement) for continued access to Trauma and Emergency Medicine Information System (TEMIS) Application Software and Support Services.

Board Policy No. 5.100 requires advance written notice of a department's intent to enter into sole source negotiations for an extension of a Board-approved Agreement at least six months prior to the Agreement's expiration date. DHS will exhaust its delegation of authority to extend the Agreement on September 30, 2026.

Background

On June 19, 2001, the County of Los Angeles (LA County) and Lancet Technology, Inc. (Lancet) entered into an Agreement for the TEMIS system. TEMIS is an integrated, Countywide trauma and emergency clinical data management system developed by Lancet, currently used by the DHS Emergency Medical Services (EMS) Agency, 15 Trauma Centers, 21 Paramedic Base Hospitals, and 32 EMS Provider Agencies. These organizations rely on TEMIS for access to data and reports necessary for timely data capture, analysis, and health intelligence data sharing. TEMIS provides a single patient record system across the entire continuum of emergency care, starting from EMS providers (fire districts and 9-1-1

responding ambulance companies) and continuing through paramedic base hospitals or trauma centers until the patient is discharged. The system ensures that patient records are accurately matched and shared for federal and state data collection requirements.

ESO, which acquired Lancet in 2019, is a recognized leader in EMS and coordinates both public and private sector participants within its jurisdiction. It operates one of the largest EMS systems in the nation, and works in the pre-hospital care field, relying on over 18,000 certified EMS personnel.

On December 31, 2024, Amendment 13 was executed to upgrade the second legacy data registry from a client-based system to a Health Data Exchange (HDE) Software-as-a-Service (SaaS) platform. This update will provide a secure, automated bi-directional, real-time data transfer between EMS patient care records and a hospital's electronic medical system. DHS anticipates the HDE implementation for all hospitals and EMS provider agencies to be completed by the end of 2027.

TEMIS is funded through Measure B funding (Special Tax Revenue Fund) and paramedic base hospital fees.

Justification

ESO is the only vendor who can provide all the necessary functionality that the County needs. ESO's TEMIS solution provides a paramedic base hospital module, and is a proprietary product developed and customized specifically for LA County. It has also evolved into a complex, customized system that enhances bio-surveillance and supports timely decision-making in casualty management. ESO has an in-depth understanding of LA County's EMS system and a solid track record of responsive service to TEMIS participants.

TEMIS is used by EMS provider agencies to generate reports that are essential for timely data capture, analysis, and sharing. With over 21 million records and 850,000 new records added annually, TEMIS is critical for meeting federal and state data collection requirements. ESO is now establishing a nationwide standardized EMS system and is positioned to continue leading the field.

DHS retained an independent third-party consultant, Gartner, Inc. (Gartner), to conduct a comprehensive market analysis of trauma registry platforms. Six (6) vendors were evaluated against DHS' operational and strategic criteria, including EMS Integration, hospital electronic health record integration, structured data transfer and analytics and reporting capabilities. Among the platforms reviewed, Gartner determined ESO's TEMIS was the leading solution, distinguished by its comprehensive EMS and hospital electronic health record integration, seamless automated real-time data exchange, advanced analytics and reporting tools, and adherence to the national trauma data

standards. Based on Gartner's findings, ESO is the only vendor that fully meets DHS' technical requirements and aligns closely with the department's goal to modernize its trauma data infrastructure.

The continuation of the current Agreement is in the best economic interest of LA County as migrating to a new system would incur significant costs and create an excessive learning curve for the entire trauma system, creating unnecessary disruption. Given the approximately 20 years of patient data stored in TEMIS, replacing the system would also be an extensive logistical challenge. It is also cost prohibitive to migrate all this data to another vendor, have the vendor recreate new data dictionaries that have been in use for over 20 years, rebuild input and output data structures to process and collect new data, and to train all the numerous EMS providers and hospital personnel on a new system. Additionally, given the considerable time and effort already invested in enhancing and upgrading to an HDE SaaS platform which supports advanced analytics to improved patient outcomes and strengthen performance improvement activities, it would be economically beneficial for LA County to pursue a sole source extension.

Conclusion

DHS has determined that ESO is uniquely positioned to continue providing trauma and emergency clinical data management services for LA County's EMS system. Consistent with the Sole Source Board policy, DHS is informing the Board of its intention to negotiate to extend the term of the Agreement with ESO. DHS will commence negotiations no earlier than four weeks from the date of this notification, unless otherwise instructed by the Board.

If you have any questions, you may contact me or your staff may contact Richard Tadeo, Emergency Medical Services Director by phone at (562) 378-1610 or by e-mail at RTadeo@dhs.lacounty.gov.

CRG:rt

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