



REQUEST FOR PROPOSALS

Grants Management System

August 2024

RFP# RPOSD-GMS-2024

Prepared By:

County of Los Angeles

Regional Park and Open Space District

Available on the internet at

<http://camisvr.co.la.ca.us/lacobids/>

"Parks Make Life Better"

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
1 SOLICITATION INFORMATION AND MINIMUM MANDATORY REQUIREMENTS.....	1
2 INTRODUCTION	3
3 PURPOSE-CONTRACT IS FOR A NEW GRANTS MANAGEMENT SYSTEM.....	3
3.1 Statement of Work (SOW).....	3
3.2 Contract: County Terms and Conditions	5
4 MINIMUM MANDATORY REQUIREMENTS.....	6
5 RPOSD’S RIGHTS AND RESPONSIBILITIES	7
5.1 Representations Made Prior to Contract Execution	7
5.2 Final Contract Award by the Board of Supervisors.....	7
5.3 RPOSD's Option to Reject Proposals	7
5.4 RPOSD’s Right to Amend Request for Proposals.....	7
5.5 Background and Security Investigations	7
6 NOTIFICATION TO PROPOSERS.....	8
6.1 Public Records Act.....	8
6.2 Contact with RPOSD Personnel.....	8
6.3 Mandatory Requirement to Register on County’s WebVen.....	9
6.4 Protest Policy Review Process.....	9
6.5 Conflict of Interest	9
6.6 Determination of Proposer Responsibility	10
6.7 Proposer Debarment.....	11
6.8 Improper Consideration.....	11
6.9 Notice to Proposers Regarding the County Lobbyist Ordinance	12
6.10 Consideration of GAIN/START Participants for Employment.....	12
6.11 Jury Service Program.....	12
6.12 Pending Acquisitions/Mergers by Proposing Company.....	13
6.13 Charitable Contributions Compliance.....	13
6.14 Defaulted Property Tax Reduction Program.....	14
6.15 County’s Commitment to Zero Tolerance Policy on Human Trafficking	14
6.16 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)	15

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
6.17 Proposer’s Acknowledgement of County’s Commitment to Fair Chance Employment Hiring Practices	15
6.18 Prohibition from Participation in Future Solicitation(s).....	16
6.19 Community Business Enterprise (CBE) Participation.....	16
6.20 Contribution and Agent Declaration	16
7 COUNTY’S PREFERENCE PROGRAMS.....	17
7.1 Overview of County’s Preference Programs	17
7.2 Local Small Business Enterprise (LSBE) Preference Program	17
7.3 Social Enterprise (SE) Preference Program.....	18
7.4 Disabled Veteran Business Enterprise (DVBE) Preference Program.....	18
7.5 Preference Program Enterprises (PPEs) - Prompt Payment Program	18
8 BUSINESS PROPOSAL REQUIREMENTS AND EVALUATION.....	19
8.1 Truth and Accuracy of Representations	19
8.2 Proposers’ Questions	19
8.3 Optional Virtual Proposers’ Conference	19
8.4 Preparation of the Proposal.....	19
8.5 Business Proposal Requirements and Evaluation Criteria (60%).....	20
8.6 Cost Proposal Requirements and Evaluation (40%)	25
8.7 Firm Offer-Withdrawal of Proposal	26
8.8 Proposal Submission	26
9 SELECTION PROCESS OVERVIEW.....	27
9.1 Adherence to Minimum Requirements (Pass/Fail).....	27
9.2 Selection Process	27
10 PROTEST PROCESS OVERVIEW	28
10.1 Solicitation Requirements Review.....	28
10.2 Disqualification Review	29
10.3 Department’s Proposed Contractor Selection Review.....	29
10.4 County Independent Review	31

TABLE OF CONTENTS

PARAGRAPH

PAGE

APPENDICES

- A** **Sample RFP Contract:** Identifies the terms and conditions in the contract.
- B** **Required Forms:** Forms that must be completed and included in the proposal.
- C** **Solicitation Requirements Review (SRR) Request:** Transmittal sent to RPOSD requesting a Solicitation Requirements Review.
- D** **Background and Resources: California Charities Regulation:** An information sheet intended to assist nonprofit agencies with compliance with SB 1262 - the Nonprofit Integrity Act of 2004 and identify available resources.

1 SOLICITATION INFORMATION AND MINIMUM MANDATORY REQUIREMENTS

RFP Release Date	Thursday, August 22, 2024
Deadline to submit a request for Solicitation Requirements Review (SRR)	Friday, September 6, 2024
Deadline to Register for the Optional Virtual Proposers' Conference	Wednesday, September 11, 2024
Optional Virtual Proposers' Conference	Thursday, September 12, 2024, at 2:00 p.m. PDT To register, click here .
Written Questions Due	Tuesday, September 10, 2024 On or before 2:00 p.m. PDT
Questions and Answers Released via Addendum	Thursday, September 19, 2024
Proposals Due	Tuesday, October 24, 2024 On or before 12:00 p.m. (noon) PDT
Anticipated Contract Term	Initial five (5) years with three (3) optional one (1) year and up to six (6) additional month-to-month terms; for a total potential term of eight (8) years and six (6) months.
Minimum Requirements	<p>Interested and qualified proposers that can demonstrate their ability and qualifications to successfully provide the required services outlined in Exhibit A (SOW and Attachments) of Appendix A (Sample RFP Contract) are invited to submit a proposal(s), provided the firm submitting the proposal meets the following mandatory requirements at the time of proposal submission:</p> <ol style="list-style-type: none"> 1. Three (3) years of experience within the last five (5) years in the development and management of a system used by a governmental entity which includes projects with a governance structure that includes multiple stakeholders as outlined in Exhibit A (SOW and Attachments) of Appendix A (Sample RFP Contract). <p>For compliance with the minimum mandatory requirements/experience of proposers, a Limited Liability Company (LLC), a Limited Liability Partnership (LLP), or a Corporation must have at least 50% of its officers or partners</p>

	<p>that individually meet the mandatory minimum requirement of three (3) years within the last five (5) years in total development and management of a system used by a governmental entity which includes projects with a governance structure that includes multiple stakeholders.</p> <ol style="list-style-type: none"> 2. The proposer must provide a complete record of employment and history, including the development of a system or similar service as described in Section 4.1. The history must be verified and supported by references, letters, and other necessary evidence from all employers and/or governmental entities. 3. At least five (5) of the proposer's references provided in Appendix B (Required Forms), Exhibit 8 (List of References) must be responsive and validate that the proposer meets the minimum mandatory requirements identified in Sub-Section 4.1 - Minimum Mandatory Requirements. 4. Proposer agrees to the terms and conditions of the Contract or provides the redline version in accordance to Section 8.5.6 - Exceptions to Terms and Conditions of Sample RFP Contract and/or Requirements of Statement of Work and Attachments (Section E). 5. The proposer must complete <u>all forms</u> included in Appendix B (Required Forms). 6. The proposer must comply with the format and requirements set forth in Section 8.0 - Business Proposal Requirements and Evaluation of this RFP when submitting its proposal(s). 7. Proposer must submit the proposal by the identified due date and time in Paragraph 1.0 - Solicitation Information and Minimum Mandatory Requirements. 8. If proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, proposer must not have unresolved questioned costs identified by the Auditor-Controller in an amount over \$100,000 that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of RPOSD.
RFP Contact	Maria R. Trujillo, Contract Analyst mrtrujillo@rposd.lacounty.gov

2 INTRODUCTION

The Los Angeles County Regional Park and Open Space District (RPOSD) is a California Special District established pursuant to Section 5506.9 of the Public Resource Code with the Board of Supervisors of the County of Los Angeles acting as the governing body, Board of Directors (Board) of RPOSD. To maintain transparency and accountability to the public and fairness to its various grant recipients, RPOSD operates as an independent agency of the County with the District Administrator reporting directly to the Director of Parks and Recreation. The Director of Parks and Recreation, in her capacity, is the Director of RPOSD.

Since its inception in 1992, RPOSD has awarded more than \$1.7 billion in grants to cities, County departments, state and local agencies, and community-based organizations for projects to improve and rehabilitate parks, recreational facilities, trails, and open space lands. On November 8, 2016, voters approved Measure A, a parcel tax levy expected to generate an estimated \$110 million annually for park projects and programs.

The mission of RPOSD is, “To enrich and empower the communities of Los Angeles County through innovative grantmaking for parks and open space,” which is achieved through the grant funds provided to recipients.

Titles, captions, and headings inserted as a matter of convenience are for reference and are not intended and must not be deemed or construed to define, limit, extend, or otherwise describe the scope or any provision of this solicitation.

3 PURPOSE-CONTRACT IS FOR A NEW GRANTS MANAGEMENT SYSTEM

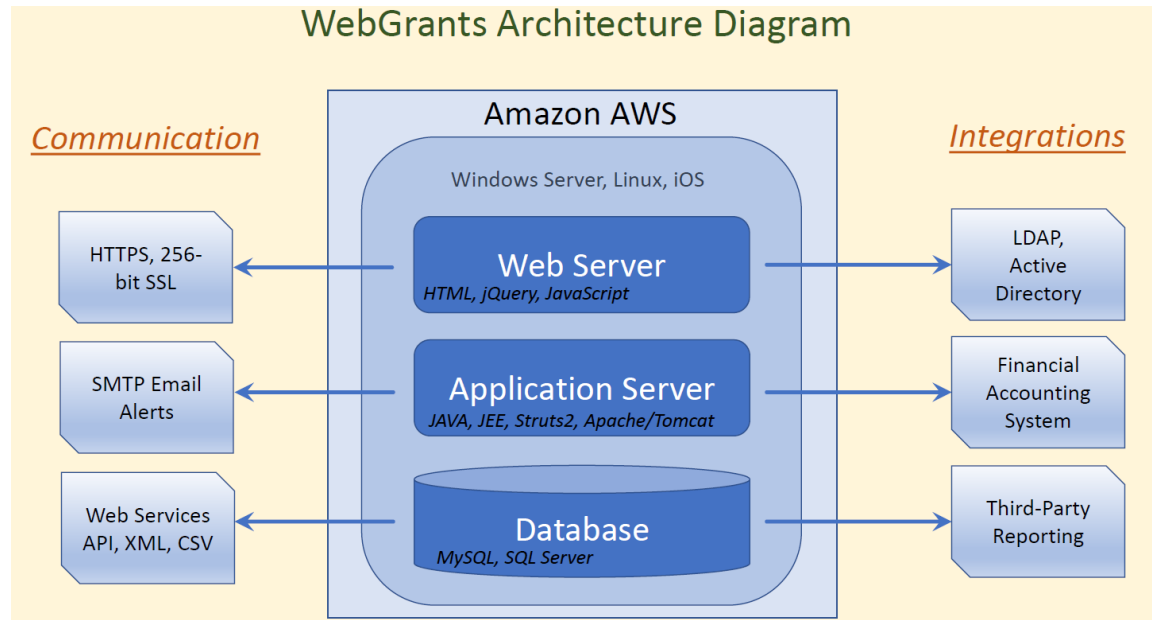
3.1 Statement of Work (SOW)

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified bidders to develop and implement a commercial off-the-shelf, modular, cloud-based, enterprise solution (New GMS) to replace and modernize the existing online Grants Management System (Legacy GMS) currently under contract and set to expire effective December 31, 2024. By replacing the Legacy GMS with a New GMS, RPOSD seeks to transform their grants management capabilities and improve operational efficiencies. These investments are aligned with RPOSD’s strategic objectives and will help ensure continued high-level service to grantees and the residents of Los Angeles County who benefit from the funds provided through RPOSD.

RPOSD currently utilizes an online Webgrants solution that was implemented in 2019 to accept grant applications, manage grants, and close completed grants. The Webgrants solution, Legacy GMS, serves RPOSD by creating a permanent digital record of all grant applications, grant administration records, and grant closing documents. It currently contains 135.9 MB of data (spread across 220 data tables) and 24,000 documents, and it is expected that this data will need to be migrated to the New GMS. The Legacy GMS also facilitates communication between grantees and RPOSD’s Grant Officers. While the Legacy GMS has provided RPOSD with some

business process and technology improvements, RPOSD is seeking a qualified contractor to implement a New GMS that provides configurable pre-award, award, and post-award grants management functionality with minimal customizations to support a future state of grant funding business processes.

The following is the current state high-level architecture of the Legacy GMS that includes the system’s current integrations.



The successful proposer will be expected to implement the requirements outlined in Exhibit A (Statement of Work and Attachments) of Appendix A (Sample RFP Contract), and shall be responsible for the following:

- Develop and/or implement a commercial off-the-shelf integrated New GMS that is customizable per RPOSD’s requirements. The New GMS is to be used for the management of all grant funding opportunities, including all aspects of grant funding applications, management of accounts, tracking of revenue and expenditures, linking grant projects to the County’s existing geospatial application, and capturing required data sets.
- Streamline current business processes to improve operational efficiency.
- Facilitate accurate and on-demand data exchanges with stakeholders to ensure data integrity and minimize operational impact resulting from data errors.
- Improve public service by providing functionality for online inquiries and requests.
- Cleanse and migrate data to the New GMS.
- Improve system validations to minimize input errors, prevent processing of duplicate files, and facilitate reconciliations.
- Improve automation of transactions and approval workflows to minimize paper forms and working in efficiency.

- Leverage modern cloud authentication and integration and interface frameworks to improve scalability, maximize security, and minimize data errors.

3.2 Contract: County Terms and Conditions

The selected contractor will be expected to implement the requirements outlined in Exhibit A (Statement of Work and Attachments) of Appendix A (Sample RFP Contract).

3.2.1 Anticipated Contract Term

The contract term is anticipated to be for a period of five (5) years with three (3) optional one (1) year and up to six (6) additional month-to-month terms at the sole discretion of the Director of RPOSD (“Director”); for a total potential term of eight (8) years and six (6) months.

RPOSD intends to award a contract covering the following project phases: Implementation services followed by a warranty period and maintenance and support (M&S) services.

The contract shall commence upon execution by all parties.

3.2.2 Contract Rates

Contractor must detail the fees associated with the implementation and use of the New GMS, including but not limited to the cost of system maintenance and support as well as future system upgrades, etc., on Appendix B (Required Forms), Exhibit 10 (Pricing Schedule).

The contractor’s rates will remain firm and fixed for the term of the contract. Optional costs need not be firm and fixed and will be at the sole discretion of the Director if approved, including any optional extended period.

3.2.3 Days of Operation

The contractor will be required to provide a New GMS that supports real-time, uninterrupted services for the management of grants, seven (7) days a week, 365 days per year, following the implementation.

3.2.4 Indemnification and Insurance

Contractor will be required to comply with the provisions contained in Paragraph 8.22 - Indemnification of Appendix A (Sample RFP Contract). The contractor must procure, maintain, and provide to RPOSD proof of insurance coverage for all the programs of insurance along with associated amounts specified in Paragraph 8.23 - General Provisions for all Insurance Coverage and Paragraph 8.24 - Insurance Coverage of Appendix A (Sample RFP Contract).

4 MINIMUM MANDATORY REQUIREMENTS

Interested and qualified proposers that can demonstrate their ability and qualifications to successfully provide the required services outlined in Exhibit A (Statement of Work and Attachments) of Appendix A (Sample RFP Contract) are invited to submit a proposal(s), provided the firm submitting the proposal meets the following mandatory requirements at the time of proposal submission:

- 4.1 Three (3) years of experience within the last five (5) years in the development and management of a system used by a governmental entity which includes projects with a governance structure that includes multiple stakeholders as outlined in Exhibit A (Statement of Work and Attachments) of Appendix A (Sample RFP Contract).

For compliance with the minimum mandatory requirements/experience of proposers, a Limited Liability Company (LLC), a Limited Liability Partnership (LLP), or a Corporation, must have at least 50% of its officers or partners that individually meet the mandatory minimum requirement of three (3) years within the last five (5) years in total development and management of a system used by a governmental entity which includes projects with a governance structure that includes multiple stakeholders.

- 4.2 The proposer must provide a complete record of employment and history, including the development of a system or similar service as described in Section 4.1. The history must be verified and supported by references, letters, and other necessary evidence from all employers and/or governmental entities.
- 4.3 At least five (5) of the proposer's references provided in Appendix B (Required Forms), Exhibit 8 (List of References) must be responsive and validate that the proposer meets the minimum mandatory requirements identified in Sub-Section 4.1 - Minimum Mandatory Requirements.
- 4.4 Proposer agrees to the terms and conditions of the Contract or provides the redline version in accordance to Section 8.5.6 - Exceptions to Terms and Conditions of Sample RFP Contract and/or Requirements of Statement of Work and Attachments (Section E).
- 4.5 The proposer must complete all forms included in Appendix B (Required Forms).
- 4.6 The proposer must comply with the format and requirements set forth in Section 8.0 - Business Proposal Requirements and Evaluation of this RFP when submitting its proposal(s).
- 4.7 Proposer must submit the proposal by the identified due date and time in Paragraph 1.0 - Solicitation Information and Minimum Mandatory Requirements.
- 4.8 If proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, proposer must not have unresolved questioned costs identified by the Auditor-Controller in an amount over \$100,000 that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of RPOSD.

5 RPOSD'S RIGHTS AND RESPONSIBILITIES

5.1 Representations Made Prior to Contract Execution

RPOSD is not responsible for representations made by any of its officers or employees prior to the execution of the contract unless such understanding or representation is included in the contract.

5.2 Final Contract Award by the Board of Supervisors

Notwithstanding a recommendation of a department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant contract, and to determine which proposal best serves the interests of RPOSD. The Board is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award or not award a contract.

5.3 RPOSD's Option to Reject Proposals

Proposers are hereby advised that this RFP is a solicitation for proposals only and is not intended and not to be construed as an offer to enter into a contract or as a promise to engage in any formal competitive bidding or negotiations pursuant to any statute, ordinance, rule, or regulation. RPOSD may, at its sole discretion, reject any or all proposals submitted in response to this RFP or may, in its sole discretion, reject all proposals and cancel this RFP in its entirety. RPOSD will not be liable for any costs incurred by the proposer in connection with the preparation and submission of any proposal. RPOSD reserves the right to waive inconsequential disparities in a submitted proposal.

5.4 RPOSD's Right to Amend Request for Proposals

RPOSD has the right to amend the RFP by written addendum. RPOSD is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum will be made available to each person or organization which County records indicate has received this RFP. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the proposal being found non-responsive and not being considered, as determined in the sole discretion of RPOSD. RPOSD is not responsible for and will not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

5.5 Background and Security Investigations

Background and security investigations of contractor's staff may be required at the discretion of RPOSD as a condition of beginning and continuing work under any resulting contract. The cost of background checks is the responsibility of the contractor.

6 NOTIFICATION TO PROPOSERS

6.1 Public Records Act

6.1.1 Responses to this solicitation will become the exclusive property of RPOSD. Absent extraordinary circumstances, the recommended proposer's proposal will become a matter of public record when 1) contract negotiations are complete; 2) RPOSD receives a letter from the recommended proposer's authorized officer that the negotiated contract is the firm offer of the recommended proposer; and 3) RPOSD releases a copy of the recommended proposer's proposal in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board Policy No. 5.055 (Services Contract Solicitation Protest).

Notwithstanding the above, absent extraordinary circumstances, all proposals will become a matter of public record when the RPOSD's proposer recommendation appears on the Board agenda.

Exceptions to disclosure are those parts or portions of all proposals that are justifiably defined as business or trade secrets, and plainly marked by the proposer as "Trade Secret," "Confidential," or "Proprietary."

6.1.2 RPOSD will not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the proposal as confidential will not be deemed sufficient notice of exception. The proposers must specifically label only those provisions of their respective proposal which are "Trade Secrets," "Confidential," or "Proprietary," in nature.

6.1.3 In the event RPOSD 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 "Confidential," "Trade Secrets," or "Proprietary," proposer agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

6.2 Contact with RPOSD Personnel

All contact regarding this RFP or any matter relating thereto must be in writing and e-mailed to:

Maria R. Trujillo, Contract Analyst
County of Los Angeles
Regional Park and Open Space District,
Administration Section
mrtrujillo@rposd.lacounty.gov

If it is discovered that proposer contacted and received information from any RPOSD personnel, other than the person specified above, regarding this solicitation, RPOSD, in its sole determination, may disqualify their proposal from further consideration.

6.3 Mandatory Requirement to Register on County's WebVen

Prior to a contract award, all potential contractors must register in the County's WebVen. WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at:

<http://camisvr.co.la.ca.us/webven/>

6.4 Protest Policy Review Process

6.4.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest) any prospective proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Paragraph 6.4.3 - Grounds for Review, below. Additionally, any actual proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the paragraphs below. It is the responsibility of the proposer challenging the decision of RPOSD to demonstrate that RPOSD committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

6.4.2 Throughout the review process, RPOSD has no obligation to delay or otherwise postpone an award of contract based on a proposer protest. In all cases, RPOSD reserves the right to make an award when it is determined to be in the best interest of RPOSD to do so.

6.4.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of a solicitation for a Board-approved services contract provided for under Board Policy No. 5.055 (Services Contract Solicitation Protest) are limited to the following:

6.4.3.1 Solicitation Requirements Review (referenced in Paragraph 10.1)

6.4.3.2 Disqualification Review (referenced in Paragraph 10.2)

6.4.3.3 Department's Proposed Contractor Selection Review (referenced in Paragraph 10.3)

6.5 Conflict of Interest

No County or RPOSD employee whose position enables them to influence the selection of a contractor for this RFP, or any competing RFP, nor any spouse or economic dependent of such employees, will be employed in any capacity by a proposer or have any other direct or indirect financial interest in the selection of a contractor. Proposer must certify that they are aware of and have read Section

2.180.010 of the Los Angeles County Code as stated in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms).

6.6 Determination of Proposer Responsibility

- 6.6.1** A responsible proposer is a proposer 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 proposers.
- 6.6.2** Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, RPOSD may determine whether the proposer is responsible based on a review of the proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the proposer had no knowledge must not be the basis of a determination that the proposer is not responsible.
- 6.6.3** RPOSD may declare a proposer to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the proposer 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 proposer'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 omission 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.
- 6.6.4** If there is evidence that the apparent highest ranked proposer may not be responsible, RPOSD will notify the proposer in writing of the evidence relating to the proposer's responsibility, and its intention to recommend to the Board of Supervisors that the proposer be found not responsible. RPOSD will provide the proposer and/or the proposer's representative with an opportunity to present evidence as to why the proposer should be found to be responsible and to rebut evidence which is the basis for RPOSD's recommendation.
- 6.6.5** If the proposer presents evidence in rebuttal to RPOSD, RPOSD will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the proposer will reside with the Board of Supervisors.
- 6.6.6** These terms will also apply to proposed subcontractors of proposers on County contracts.

6.7 Proposer Debarment

6.7.1 The proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the proposer from bidding or proposing on, or being awarded, and/or performing work on other 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 the County may terminate any or all of the proposer's existing contracts with County if the Board of Supervisors finds, in its discretion, that the proposer 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 proposer'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. These terms will also apply to proposed subcontractors of proposers on County contracts.

6.7.2 If there is evidence that the apparent highest-ranked proposer may be subject to debarment, RPOSD shall notify the proposer in writing of the evidence which is the basis for the proposed debarment and shall advise the proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.

6.8 Improper Consideration

6.8.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a proposer with the implication, suggestion or statement that the proposer's provision of the consideration may secure more favorable treatment for the proposer in the award of the contract or that the proposer's failure to provide such consideration may negatively affect RPOSD's consideration of the proposer's submission. A proposer must not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the contract.

6.8.2 Notification to County

A proposer 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/>. Failure to report such a solicitation may result in the proposer's submission being eliminated from consideration.

6.8.3 Form of Improper Consideration

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

6.9 Notice to Proposers Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance," defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation, or other entity that seeks a county permit, license, franchise, or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists.

6.10 Consideration of GAIN/START Participants for Employment

6.10.1 As a threshold requirement for consideration for contract award, proposers must demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or Skills and Training to Achieve Readiness for Tomorrow (START) Programs or must attest to a willingness to consider GAIN/START participants for any future employment openings if they meet the minimum qualifications for that opening. Proposers must attest to a willingness to provide employed GAIN/START participants access to the proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

6.10.2 Proposers who are unable to meet this requirement will not be considered for contract award. Proposers must submit a completed Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms), along with their proposal.

6.11 Jury Service Program

6.11.1 The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program"), (Los Angeles County Code, Chapter 2.203). Prospective contractors should carefully review Paragraph 8.7 - Compliance with the County's Jury Service Program of Appendix A (Sample RFP Contract), both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both contractors and their subcontractors.

Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

- 6.11.2** Proposers must certify compliance with County’s Contractor Employee Jury Service Ordinance in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms). If a proposer does not fall within the Jury Service Program’s definition of “contractor,” or if it meets any of the exceptions to the Jury Service Program, then the proposer must indicate so in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms), and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the proposer’s proposal submission, RPOSD will determine, in its sole discretion, whether the proposer falls within the definition of “contractor” or meets any of the exceptions to the Jury Service Program. RPOSD’s decision will be final.

6.12 Pending Acquisitions/Mergers by Proposing Company

The proposer must notify RPOSD of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the proposer is restricted from legally notifying RPOSD of pending acquisitions/mergers, then it should notify RPOSD of the actual acquisitions/mergers as soon as the law allows and provide to RPOSD the legal framework that restricted it from notifying RPOSD prior to the actual acquisitions/mergers. This information must be provided by the proposer in Exhibit 1, (Organization Questionnaire/Affidavit) of Appendix B (Required Forms). Failure of the proposer to provide this information may eliminate its proposal from any further consideration. Proposer will have a continuing obligation to notify RPOSD and update any changes to its response in Exhibit 1 (Organization Questionnaire/Affidavit) of Appendix B (Required Forms) during the solicitation.

6.13 Charitable Contributions Compliance

- 6.13.1** California’s “Supervision of Trustees and Fundraisers for Charitable Purposes Act” regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Proposers should carefully read Appendix D (Background and Resources: California Charities Regulation). These rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. The Nonprofit Integrity Act contains substantive requirements affecting executive compensation, fund-raising practices, and documentation. Charities with over two million dollars (\$2,000,000) of revenues (excluding funds that must be accounted for to a governmental entity) also have specific audit requirements.

- 6.13.2** All proposers must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the certification form attached as Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms). A completed Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms) is a required part of any contract with the County.
- 6.13.3** Proposers that do not complete Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms) as part of the solicitation process may, in RPOSD's sole discretion, be disqualified from contract award. A contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

6.14 Defaulted Property Tax Reduction Program

- 6.14.1** The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program"), (Los Angeles County Code, Chapter 2.206). Proposers should reference the pertinent provisions in Paragraph 8.49 - Warranty of Compliance with County's Defaulted Property Tax Reduction Program and Paragraph 8.50 - Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Deduction Program of Appendix A (Sample RFP Contract), both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both contractors and their subcontractors.
- 6.14.2** Proposers will be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or must certify that they are exempt from the Defaulted Tax Program by completing Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202).
- 6.14.3** Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

6.15 County's Commitment to Zero Tolerance Policy on Human Trafficking

On October 4, 2016, the Los Angeles County Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero-tolerance policy on human trafficking. The policy prohibits contractors engaged in human trafficking from receiving contract awards or performing services under a county contract.

Proposers are required to complete Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Paragraph 8.52 - Compliance with County's Zero Tolerance Policy on Human Trafficking of Appendix A (Sample RFP Contract). Further, proposers are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

6.16 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)

6.16.1 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 a contract with RPOSD must be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

6.16.2 Upon contract award or at the request of the A-C and/or the contracting department, the contractor must submit a direct deposit authorization request 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.

6.16.3 Any provision of law, grant, or funding contract requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

6.16.4 Upon contract award or at any time during the duration of the agreement/contract, the prospective contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6.17 Proposer's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices

6.17.1 On May 29, 2018, the Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952.

6.17.2 Proposers are required to complete Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms), certifying that they and their subcontractors are in full compliance with Section 12952, as indicated in Appendix A (Sample RFP Contract). Further, proposers are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

6.18 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 or RPOSD. A violation of this provision will result in the disqualification of the proposer/contractor from participation in RPOSD solicitation or the termination or cancellation of any resultant contract. (Los Angeles County Code, Chapter 2.202).

6.19 Community Business Enterprise (CBE) Participation

The County has adopted a CBE Program, which includes business enterprises owned by disabled veterans, disadvantaged business enterprises, minority and women-owned businesses, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprises. The County has established an annual goal that 25 percent of all County contract eligible procurement dollars will go to certified CBEs. The program also maintains data on the types of businesses registered as CBEs and their utilization. The Proposer's CBE participation must be reflected in Exhibit 5 (Community Based Enterprise [CBE] Information) form in Appendix B (Required Forms).

All proposers must document efforts it has taken to assure that CBEs are utilized, when possible, to provide supplies, equipment, technical services, and other services under this contract. The proposer must make documents related to these good faith efforts available to the County upon request.

To obtain a list of firms that are certified by the County in the CBE Program, send an e-mail request to the County of Los Angeles Workforce Development Aging and Community Services (WDACS): CBESBE@wdacs.lacounty.gov with the subject "Request for CBE Listing." For additional information contact the Office of Small Business at: (844) 432-4900 or at OSB@wdacs.lacounty.gov.

The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The final selection will be based on the proposer's ability to provide the best service and value to the County.

6.20 Contribution and Agent Declaration

Government Code Section 84308 requires a party to a contract proceeding to disclose any contribution of more than \$250 made to a County officer within the preceding twelve (12) months by the party or their agent. State regulations require this disclosure to be made at the time a proposal is submitted, and, if a contribution is made during the contract proceeding, within 30 days of contributing or on the date on which the party first appears before or communicates with the agency regarding the proceeding after making the contribution, whichever is earliest. All proposers are advised that they and all of their subcontractors must complete and return Exhibit 9 (Contribution and Agent Declaration Form) of Appendix B (Required Forms) as part of the proposal.

Proposers are further advised that they and their subcontractors must update the Contribution and Agent Declaration Form throughout the pendency of the solicitation if a contribution is made after the initial disclosure when the proposal is submitted, and as requested at any time by the County prior to contract award. Failure by the proposer or any subcontractor(s) to complete and submit the required Exhibit 9 (Contribution and Agent Declaration Form) of Appendix B (Required Forms), and failure by the proposer or any subcontractor(s) to update the declaration as required by law or as otherwise requested by the County, may eliminate the proposal from further consideration and/or the proposer may be disqualified from a contract award, as determined in the County's sole discretion. Further, all proposers and their subcontractors are prohibited under Government Code Section 84308 from a contribution of more than \$250 to a County officer for twelve (12) months after the date a final decision is made in the contract proceeding involving this solicitation.

7 COUNTY'S PREFERENCE PROGRAMS

7.1 Overview of County's Preference Programs

- 7.1.1** The County of Los Angeles has three preference programs: the Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE). The Board of Supervisors encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.
- 7.1.2** The Preference Programs (LSBE, DVBE, and SE) require that a business complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in Paragraphs 7.2, 7.3, and 7.4 of this solicitation. Additional information on the County's preference programs is also available on the Department of Consumer and Business Affairs' (DCBA) website at: <http://dcba.lacounty.gov>.
- 7.1.3** In no case will the Preference Programs' (LSBE, DVBE, and SE) price or scoring preference be combined with any other county preference program to exceed fifteen percent (15%) in response to any County solicitation.
- 7.1.4** Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.

7.2 Local Small Business Enterprise (LSBE) Preference Program

- 7.2.1** RPOSD will apply the LSBE preference during the solicitation process to businesses that meet the definition of an LSBE for solicitations not subject to the federal restriction on geographical preferences, consistent with Chapter 2.204 of the Los Angeles County Code.

7.2.2 The business must be certified by DCBA prior to requesting the LSBE preference in a solicitation. To apply for certification as an LSBE, businesses should contact DCBA at <http://dcba.lacounty.gov>.

7.2.3 Businesses requesting the LSBE preference must complete and submit Exhibit 3 (Request for Preference Consideration) in Appendix B (Required Forms) and submit their LSBE certification approval letter (“Certification for Non-Federally Funded Solicitations”) from the DCBA with their proposal.

7.3 Social Enterprise (SE) Preference Program

7.3.1 RPOSD will apply the SE preference during the solicitation process to businesses that meet the definition of an SE for solicitations not subject to the federal restriction on geographical preferences, consistent with Chapter 2.205 of the Los Angeles County Code.

7.3.2 The business must be certified by DCBA, prior to requesting the SE preference in a solicitation. To apply for certification as an SE, businesses should contact DCBA at <http://dcba.lacounty.gov>.

7.3.3 Businesses requesting the SE preference must complete and submit Exhibit 3 (Request for Preference Consideration) in Appendix B (Required Forms) and submit their SE certification approval letter (“Certification for Non-Federally Funded Solicitations”) from the DCBA with their proposal.

7.4 Disabled Veteran Business Enterprise (DVBE) Preference Program

7.4.1 RPOSD will apply the DVBE preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code.

7.4.2 The business must be certified by DCBA, prior to requesting the DVBE preference in a solicitation. To apply for certification as a DVBE, businesses should contact DCBA at <http://dcba.lacounty.gov>.

7.4.3 Businesses requesting the DVBE preference must complete and submit Exhibit 3 (Request for Preference Consideration) in Appendix B (Required Forms) and submit their DVBE certification approval letter from the DCBA with their proposal.

7.5 Preference Program Enterprises (PPEs) - Prompt Payment Program

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

8 BUSINESS PROPOSAL REQUIREMENTS AND EVALUATION

This Paragraph contains key project dates and activities, provides proposers with proposal submission requirements and submittal instructions, and identifies evaluation criteria.

8.1 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal will be sufficient cause for rejection of the proposal. The evaluation and determination in this area will be at the Director's sole judgment and his/her judgment will be final. All proposals must be firm and final offers and may not be withdrawn for a period of one hundred eighty (180) days following the final proposal submission date.

8.2 Proposers' Questions

8.2.1 Proposers may submit written questions regarding this RFP by e-mail to:

Maria R. Trujillo at mrtrujillo@rposd.lacounty.gov .

All questions must be received by the date specified in Paragraph 1.0 - Solicitation Information and Minimum Mandatory Requirements. All questions, without identifying the submitting company, will be compiled with the appropriate answers, and issued as an addendum to the RFP.

8.2.2 When submitting questions, please specify the RFP, paragraph number, page number, and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFP. RPOSD reserves the right to group similar questions when providing answers.

8.3 Optional Virtual Proposers' Conference

8.3.1 An optional Virtual Proposers' Conference will be held to discuss the RFP via Microsoft Teams. RPOSD staff will respond to questions from potential proposers. All potential proposers are highly encouraged to attend this Virtual Proposers' Conference. The Virtual Conference is scheduled as follows:

Thursday, September 12, 2024

2:00 p.m. Pacific Time

8.3.2 Registration is required. Click [here](#) to register for the Virtual Proposers' Conference. Upon registration, a confirmation link will be emailed containing the attendance link.

8.4 Preparation of the Proposal

Two (2) separate proposals must be submitted: a Business Proposal and a Cost Proposal as required in Paragraph 8.8 – Proposal Submission by the date and time listed in Paragraph 1.0 - Solicitation Information and Minimum Mandatory Requirements. All proposals must be submitted in the prescribed format. Any proposal

that deviates from this format may be rejected as non-responsive without review at the RPOSD's sole discretion.

8.5 Business Proposal Requirements and Evaluation Criteria (60%)

Any reviews conducted during the evaluation of the proposal may result in a point reduction. The content and sequence of the proposal must be as follows:

Business Proposal Format:

8.5.1 Table of Contents

List all material included in the proposal. Include a clear definition of the material, identified by sequential page numbers, and by section and paragraph reference numbers.

8.5.2 Executive Summary (Section A)

Condense and highlight the contents of the proposer's Business Proposal to provide RPOSD with a broad understanding of the proposer's approach, qualifications, experience, and staffing.

8.5.3 Proposer's Qualifications (Section B) (10%)

Proposer will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided in this section.

8.5.3.1 Proposer's Background and Experience (Section B.1)

Provide a summary of relevant background information to demonstrate that the proposer meets or exceeds the minimum requirement(s) stated in Paragraph 4.0 - Minimum Mandatory Requirements of this RFP and has the capability to perform the required services as a corporation or other entity.

Additionally, proposer must include a list containing all public entities contracts for the last three (3) years where the same or similar scope of services was provided. Proposer's completed form Exhibit 7 (List of Public Entities) in Appendix B (Required Forms) must be provided in Section F (Business Proposal Required Forms and Corporate Documents) of proposer's Business Proposal. Proposer may use additional sheets, if necessary.

8.5.3.2 Proposer's List of References (Section B.2)

Proposer will be evaluated on the verification of references provided in Appendix B (Required Forms), Exhibit 7 (List of Public Entities), and Exhibit 8 (List of References). In addition to the references provided, a review will include the Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. This review may result in

point deductions up to one hundred percent (100%) of the total points awarded in this evaluation category.

Proposer must provide five (5) references that may not be from duplicate sources or from the same organization; at least three (3) references must be from a reference where the same or similar scope of services was provided. Proposers submitting as joint ventures must provide references that validate experience of all parties, including joint venture projects that have been completed. References for joint venture projects must be listed before references validating individual experience and projects.

In addition, proposers must include all public entity contracts for the last three (3) years where the same of similar scope of services was provided.

Proposer may provide five (5) alternate references in the event that a reference is non-responsive. Proposer's completed form Exhibit 7 (List of Public Entities) and Exhibit 8 (List of References) in Appendix B (Required Forms) must be provided in proposer's Section F, Business Proposal Required Forms and Corporate Documents. Proposer may use additional sheets, if necessary.

It is the proposer's sole responsibility to ensure that information provided for each reference is accurate.

County may disqualify a proposer as non-responsive and/or non-responsible if:

- 1) references fail to substantiate proposer's description of the services provided; or
- 2) references fail to support that proposer has a continuing pattern of providing capable, productive, and skilled personnel, or
- 3) RPOSD is unable to reach the point of contact with reasonable effort. It is the proposer's responsibility to inform the point of contact of normal working hours.

8.5.3.3 Proposer's Debarment History and List of Terminated Contracts

RPOSD will conduct a review of proposer's terminated contracts and debarment history. Proposer must include contracts terminated within the past three (3) years with a reason for termination in Appendix B (Required Forms), Exhibit 4 (Debarment History and List of Terminated Contracts). Proposer's completed form Exhibit 4 (Proposer's Debarment History and List of Terminated Contracts) must be provided in Section F (Business

Proposal Required Forms and Corporate Documents) of proposer's business proposal.

8.5.3.4 Proposer's Financial Capability (Section B.3)

RPOSD will conduct a review of proposer's financial capability. Proposer must provide copies of the company's most current and prior two (2) fiscal years (for example 2023, 2022, and 2021) financial statements. Statements should include the company's assets, liabilities, and net worth, and at a minimum should include the Balance Sheet, Statement of Income, and the Statement of Cash Flows. It should be noted that depending on the nature of the entity, i.e., for-profit, non-profit, governmental, the title of these statements may differ. For example, for a non-profit entity the Balance Sheet is referred to as the Statement of Financial Position. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so, stamped on each page.

8.5.3.5 Proposer's Pending Litigation and Judgments (Section B.4)

RPOSD will conduct a review of proposer's pending litigation and judgements. Proposer must identify by name, case, and court jurisdiction any pending litigation in which proposer is involved, or judgments against proposer in the past five (5) years. Additionally, proposer must provide a statement describing the size and scope of any pending or threatening litigation against the proposer or principals of the proposer.

8.5.4 Proposer's Approach to Providing Required Services (Section C) (45%)

Proposer will be evaluated on its description of the methodology to be used to meet RPOSD's requirements based on information provided in this section.

Proposer must present a description of the methodology the proposer will use to meet contract work requirements. Describe in detail how the services will be performed to meet the deliverables of the SOW.

8.5.5 Proposer's Quality Control Plan (Section D) (5%)

The proposer will be evaluated on its ability to establish and maintain a complete Quality Control Plan to ensure the requirements of this contract are provided as specified. Evaluation of the Quality Control Plan must cover the proposed monitoring system of all services listed on the Performance Requirements Summary (PRS) based on information provided in this Paragraph.

Proposer must present a comprehensive Quality Control Plan to be utilized by the proposer as a self-monitoring tool to ensure the required services are

provided as specified in Exhibit A (Statement of Work and Attachments) of Appendix A (Sample RFP Contract).

The following factors may be included in the plan:

- 8.5.5.1** Activities to be monitored to ensure compliance with all contract requirements.
- 8.5.5.2** Monitoring methods to be used.
- 8.5.5.3** Frequency of monitoring.
- 8.5.5.4** Samples of forms to be used in monitoring.
- 8.5.5.5** Title/level and qualifications of personnel performing monitoring functions; and
- 8.5.5.6** Documentation methods of all monitoring results, including any corrective action taken.

8.5.6 Exceptions to Terms and Conditions of Sample RFP Contract and/or Requirements of Statement of Work and Attachments (Section E)

- 8.5.6.1** It is the duty of every proposer to thoroughly review the Sample Contract and Statement of Work to ensure compliance with all terms, conditions, and requirements.

Proposer will be evaluated on their willingness to accept the terms and conditions outlined in Appendix A (Sample RFP Contract) and the Requirements of the Statement of Work outlined in Exhibit A (Statement of Work and Attachments) of Appendix A (Sample RFP Contract).

It is RPOSD's expectation that in submitting a proposal, the proposers will accept, as stated, the terms and conditions in the contract and the requirements in the Statement of Work. However, proposers are provided the opportunity to take exceptions to the terms, conditions, and requirements. RPOSD may deduct rating points or disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive.

Proposers are further notified that RPOSD may, in its sole determination, disqualify any proposer with whom RPOSD cannot satisfactorily negotiate a contract.

- 8.5.6.2** Section E of proposer's response must include:

- 1)** A statement offering the proposer's acceptance of or exceptions to all terms and conditions listed in Appendix A (Sample RFP Contract).
- 2)** A statement offering the proposer's acceptance of or exceptions to all requirements listed in Exhibit A (Statement of Work and Attachments) and Appendix B (Sample RFP

Contract); and for each exception, the proposer must provide (1) an explanation of the reason(s) for the exception; (2) the proposed alternative language; and (3) a description of the impact, if any, to the proposer's price.

8.5.6.3 Indicate all exceptions to the Sample RFP Contract and/or the Statement of Work by providing a red-lined Word version of the language in question. RPOSD relies on this procedure and any proposer who fails to make timely exceptions as required herein, may be barred, at RPOSD's sole discretion, from later making such exceptions.

RPOSD reserves the right to make changes to the Sample RFP Contract and its appendices and exhibits at its sole discretion.

8.5.7 Business Proposal Required Forms and Corporate Documents (Section F)

8.5.7.1 Proposal must include all completed, signed, and dated forms identified in Appendix B (Required Forms).

- Exhibit 1 Organization Questionnaire/Affidavit
- Exhibit 2 Certification of Compliance
- Exhibit 3 Request for Preference Consideration
- Exhibit 4 Debarment History and List of Terminated Contracts
- Exhibit 5 Community Business Enterprise (CBE) Information (Excel Worksheet)
- Exhibit 6 Minimum Mandatory Requirements
- Exhibit 7 List of Public Entities
- Exhibit 8 List of References
- Exhibit 9 Contribution and Agent Declaration Form
- Exhibit 10 Pricing Schedule - Include in Cost Proposal
- Exhibit 11 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Exhibit 12 Declaration

8.5.7.2 Last Page of Proposal (Section G)

The last page of the proposal must list names of all joint ventures, partners, subcontractors, or others having any right or interest in the agreement or the proceeds thereof. The page must include the signature of the person authorized to bind the applicant in a contract, as follows:

Respectfully submitted,
(Firm or Corporate Name)
By (Name of person authorized to enter into a contract)
Date
Address
City
Telephone
Email

8.5.7.3 Corporate Documents

1) Corporations or Limited Liability Company (LLC):

The proposer must submit the following documentation with the proposal:

- A copy of a “Certificate of Good Standing” with the state of incorporation/organization.
- A conformed copy of the most recent “Statement of Information” as filed with the California Secretary of State listing corporate officers or members and managers.

2) Limited Partnership:

The proposer must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.

8.6 Cost Proposal Requirements and Evaluation (40%)

The content and sequence of the proposal must be as follows:

8.6.1 Cover Page

Cover Page must identify, at a minimum, the RFP and the proposer’s name.

8.6.2 Pricing Sheet

Exhibit 10 (Pricing Schedule) of Appendix B (Required Forms).

The maximum number of possible points will be awarded to the lowest cost proposal. All other proposals will be compared to the lowest cost and points awarded accordingly.

However, should one or more of the proposers’ requests and be granted the preference, the cost component points will be determined as follows:

Fifteen percent (15%) of the lowest cost proposed will be calculated, not to exceed \$150,000, and that amount will be deducted from the cost submitted by all proposers who requested and were granted the preference.

In no case will any preference be combined to exceed fifteen percent (15%) of the lowest responsible bid meeting specifications.

8.7 Firm Offer-Withdrawal of Proposal

Until the proposal submission deadline, errors in proposals may be corrected by a request in writing to withdraw the proposal and by submission of another set of proposals with the mistakes corrected. **Corrections will not be accepted once the deadline for submission of proposals has passed.**

8.8 Proposal Submission

Proposals must be submitted as follows:

- 8.8.1** Business Proposal – One (1) original Business Proposal and three (3) copies must be enclosed in a sealed envelope or box, with the name and address of the proposer and reference the solicitation as follows:

**"BUSINESS PROPOSAL FOR
Grants Management System 2024"**

- 8.8.2** Cost Proposal – One (1) original Cost Proposal and three (3) copies must be submitted in a separate sealed package with the name and address of the proposer and reference the solicitation as follows:

**"COST PROPOSAL FOR
Grants Management System 2024"**

The proposal(s) must be hand delivered or mailed to:

If mailed:

County of Los Angeles
Regional Park and Open Space District,
Administration Section
1000 South Fremont Avenue, Unit #40
Building A-9 East, Ground Floor
Alhambra, CA 91803
ATTN: Maria R. Trujillo

If hand delivered:

County of Los Angeles
Regional Park and Open Space District,
Administration Section
1000 South Fremont Avenue
Building A-9 East, Ground Floor
Alhambra, CA 91803
ATTN: Maria R. Trujillo

- 8.8.3** Proposers must also include a redacted Business Proposal in searchable Adobe Portable Document Format (PDF) format, with all confidential, proprietary and trade secret information redacted, as part of its proposal submission. With respect to this requirement, proposer must submit one (1) electronic copy in searchable Adobe PDF format, with confidential, proprietary and trade secret information redacted. Proposers must specifically redact only those parts of the Business Proposal that are actual trade secrets, confidential, or proprietary in nature. Blanket or categorical redactions and/or statements of confidentiality, or the marking of each page of the proposal as "Trade Secret," "Confidential," or "Proprietary," are not acceptable, and will be rejected in the sole discretion of RPOSD.
- 8.8.4** It is the sole responsibility of the submitting proposer to ensure that its proposal is received before the submission deadline. Submitting proposers will bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any proposals received after the scheduled closing date and time for receipt of proposals, as listed in Paragraph 1.0 - Solicitation Information and Minimum Mandatory Requirements, will not be accepted and will be returned to the sender unopened. Timely hand delivered proposals are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.
- 8.8.5** All proposals will be firm offers and may not be withdrawn for a period of one hundred and eighty days (180) days following the last day to submit proposals.

9 SELECTION PROCESS OVERVIEW

9.1 Adherence to Minimum Requirements (Pass/Fail)

RPOSD will review Exhibit 1 (Organization Questionnaire/Affidavit), Exhibit 6 (Minimum Mandatory Requirements), Exhibit 7 (List of Public Entities), and Exhibit 8 (List of References) in Appendix B (Required Forms) to determine if the proposer meets the minimum mandatory requirements outlined in Paragraph 4.0 - Minimum Mandatory Requirements of this RFP.

Failure of the proposer to comply with the minimum requirements may eliminate its proposal from any further consideration. RPOSD may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

9.2 Selection Process

The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate, and select the successful proposal(s). The selection process will begin with receipt of the proposal on **the date outlined in Paragraph 1.0 - Solicitation Information and Minimum Mandatory Requirements.**

Evaluation of the proposals will be made by an evaluation committee selected by RPOSD. The committee will evaluate the proposals and will use the evaluation approach described in this RFP to select a prospective contractor.

All proposals will be evaluated based on the criteria listed in Paragraph 8.0 - Business Proposal Requirements and Evaluation and will be scored and ranked in numerical sequence from high to low. **The Evaluation Committee may also, at its option, invite the most qualified proposers being evaluated to make a presentation.** The evaluation committee may utilize the services of appropriate experts to assist in this evaluation.

RPOSD will combine each proposer's business and cost proposal evaluation score to arrive at a total cumulative (or "final") score, which will be used to determine and select the highest-overall rated proposer.

After a prospective contractor has been selected, RPOSD and the prospective contractor(s) will negotiate a contract for consideration and possible approval. If a satisfactory contract cannot be negotiated, RPOSD may, at its sole discretion, begin contract negotiations with the next qualified proposer who submitted a proposal, as determined by RPOSD.

RPOSD retains the right to select a proposal other than the proposal receiving the highest number of points if RPOSD determines, in its sole discretion, another proposal is the most overall qualified, cost-effective, responsive, responsible and in the best interests of RPOSD.

10 PROTEST PROCESS OVERVIEW

10.1 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix C (Solicitation Requirements Review Request) to RPOSD conducting the solicitation. A request for a Solicitation Requirements Review may be denied, in RPOSD's sole discretion, if the request does not satisfy all the following criteria:

- 10.1.1 The request is made within the timeframe identified in the solicitation document (generally within ten (10) business days of the issuance of the solicitation document);
- 10.1.2 The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a proposal.
- 10.1.3 The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
- 10.1.4 The request asserts either that:

- 10.1.4.1** application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
- 10.1.4.2** due to unclear instructions, the process may result in RPOSD not receiving the best possible responses from prospective proposers.

The Solicitation Requirements Review will be completed, and RPOSD's determination will be provided to the requesting person or entity, in writing, within a reasonable time prior to the proposal due date.

10.2 Disqualification Review

A proposal may be disqualified from consideration because RPOSD determined it was non-responsive at any time during the review/evaluation process. If RPOSD determines that a proposal is disqualified due to non-responsiveness, RPOSD will notify the proposer in writing.

Upon receipt of the written determination of non-responsiveness, the proposer may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in RPOSD's sole discretion, be denied if the request does not satisfy all of the following criteria:

- 10.2.1** The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
- 10.2.2** The request for a Disqualification Review asserts that RPOSD's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review must be completed, and the determination will be provided to the requesting proposer, in writing, prior to the conclusion of the evaluation process.

Proposer can also be disqualified for Paragraph 6.6 - Determination of Proposer Responsibility.

10.3 Department's Proposed Contractor Selection Review

10.3.1 Departmental Debriefing Process

Upon completion of the evaluation, RPOSD will notify the remaining proposers in writing that RPOSD is entering negotiations with another proposer. Upon receipt of the letter, any non-selected proposer may submit a written request for a debriefing within the timeframe specified in the letter. A request for a debriefing may, in RPOSD's sole discretion, be denied if the request is not received within the specified timeframe.

The purpose of the debriefing is to compare the requesting proposer's response to the solicitation document with the evaluation document. The

requesting proposer will be debriefed only on its response. Because contract negotiations are not yet complete, responses from other proposers will not be discussed, although RPOSD may inform the requesting proposer of its relative ranking.

During or following the debriefing, RPOSD will instruct the requesting proposer of the manner and timeframe in which the requesting proposer must notify RPOSD of its intent to request a Proposed Contractor Selection Review (see Paragraph 10.3.2 - Proposed Contractor Selection Review), if the requesting proposer is not satisfied with the results of the debriefing.

10.3.2 Proposed Contractor Selection Review

Any proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in this paragraph may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as will be specified by RPOSD.

A request for a Proposed Contractor Selection Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

10.3.2.1 The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by RPOSD).

10.3.2.2 The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:

- 1)** RPOSD materially failed to follow procedures specified in its solicitation document. This includes:
 - Failure to correctly apply the standards for reviewing the proposal format requirements.
 - Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
 - Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
- 2)** RPOSD made identifiable mathematical or other errors in evaluating proposals, resulting in the proposer receiving an incorrect score and not being selected as the recommended contractor.
- 3)** A member of the evaluation committee demonstrated bias in the conduct of the evaluation.

- 4) Another basis for review as provided by state or federal law; and

10.3.2.3 The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for RPOSD's alleged failure, the proposer would have been the lowest cost, responsive and responsible bid, or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the RPOSD representative will issue a written decision to the proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision will additionally instruct the proposer of the manner and timeframe for requesting a County Independent Review. (See Paragraph 10.4 - County Independent Review) below.

10.4 County Independent Review

Any proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a County Independent Review in the manner and timeframe specified by RPOSD in RPOSD's written decision regarding the Proposed Contractor Selection Review.

A request for County Independent Review may, in RPOSD's sole discretion, be denied if the request does not satisfy all of the following criteria:

- 10.4.1** The request for a County Independent Review is submitted timely (i.e., by the date and time specified by RPOSD); and
- 10.4.2** The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review as listed in Paragraph 10.3.2 - Proposed Contractor Selection Review above.

Upon completion of the County Independent Review, Internal Services Department will forward the report to RPOSD, which will provide a copy to the proposer.

**APPENDIX A
SAMPLE RFP CONTRACT**



CONTRACT

BY AND BETWEEN

**COUNTY OF LOS ANGELES,
REGIONAL PARK AND OPEN SPACE DISTRICT**

AND

(CONTRACTOR)

FOR _____ SERVICES

SAMPLE CONTRACT PROVISIONS
TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
RECITALS	1
1.0 APPLICABLE DOCUMENTS	2
2.0 DEFINITIONS	3
2.1 Standard Definitions.....	3
3.0 WORK	4
4.0 TERM OF CONTRACT	4
5.0 CONTRACT SUM	5
5.1 Total Contract Sum.....	5
5.2 Written Approval for Reimbursement.....	5
5.3 Notification of 75% of Total Contract Sum.....	5
5.4 No Payment for Services Provided Following Expiration-Termination of Contract.....	6
5.5 Invoices and Payments.....	6
5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer.....	7
6.0 ADMINISTRATION OF CONTRACT - RPOSD	7
6.1 RPOSD’s Administration.....	7
6.2 RPOSD’s Project Director.....	7
6.3 RPOSD’s Project Manager.....	8
6.4 RPOSD’s Project Monitor.....	8
7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR	8
7.1 Contractor’s Administration.....	8
7.2 Contractor’s Project Manager.....	8
7.3 Approval of Contractor’s Staff.....	9
7.4 Contractor’s Staff Identification.....	9
7.5 Background and Security Investigations.....	9
7.6 Confidentiality.....	9
8.0 STANDARD TERMS AND CONDITIONS	10
8.1 Amendments.....	10
8.2 Assignment and Delegation/Mergers or Acquisitions.....	11

SAMPLE CONTRACT PROVISIONS

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.3 Authorization Warranty.....	11
8.4 Complaints	12
8.5 Compliance with Applicable Laws	12
8.6 Compliance with Civil Rights Laws.....	13
8.7 Compliance with the County’s Jury Service Program – If Applicable	13
8.8 Conflict of Interest	15
8.9 Consideration of Hiring County or RPOSD Employees Targeted for Layoffs or are on a County Re-Employment List – If Applicable	15
8.10 Consideration of Hiring GAIN/START Participants – If Applicable	15
8.11 Contractor Responsibility and Debarment.....	16
8.12 Contractor’s Acknowledgement of County’s Commitment to Safely Surrendered Baby Law – If Applicable	18
8.13 Contractor’s Warranty of Adherence to County’s Child Support Compliance Program - If Applicable.....	18
8.14 County’s Quality Assurance Plan	19
8.15 Damage to County or RPOSD Facilities, Buildings or Grounds – If Applicable.....	19
8.16 Employment Eligibility Verification.....	19
8.17 Counterparts and Electronic Signatures and Representations.....	20
8.18 Fair Labor Standards	20
8.19 Force Majeure	20
8.20 Governing Law, Jurisdiction, and Venue	21
8.21 Independent Contractor Status	21
8.22 Indemnification	22
8.23 General Provisions for all Insurance Coverage.....	22
8.24 Insurance Coverage.....	26
8.25 Liquidated Damages	28
8.26 Most Favored Public Entity.....	29
8.27 Nondiscrimination and Affirmative Action	29
8.28 Non-Exclusivity.....	30

SAMPLE CONTRACT PROVISIONS
TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.29 Notice of Delays	30
8.30 Notice of Disputes	31
8.31 Notice to Employees Regarding the Federal Earned Income Credit.....	31
8.32 Notice to Employees Regarding the Safely Surrendered Baby Law	31
8.33 Notices	31
8.34 Prohibition Against Inducement or Persuasion.....	31
8.35 Public Records Act.....	32
8.36 Publicity.....	32
8.37 Record Retention and Inspection-Audit Settlement.....	33
8.38 Recycled Bond Paper	34
8.39 Subcontracting	34
8.40 Termination for Breach of Warranty to Maintain Compliance with County’s Child Support Compliance Program.....	35
8.41 Termination for Convenience	35
8.42 Termination for Default.....	36
8.43 Termination for Improper Consideration.....	37
8.44 Termination for Insolvency	37
8.45 Termination for Non-Adherence of County Lobbyist Ordinance.....	38
8.46 Validity.....	38
8.47 Waiver	38
8.48 Warranty Against Contingent Fees	38
8.49 Warranty of Compliance with County’s Defaulted Property Tax Reduction Program	39
8.50 Termination for Breach of Warranty to Maintain Compliance with County’s Defaulted Property Tax Reduction Program.....	39
8.51 Time Off for Voting – If Applicable.....	39
8.52 Compliance with County’s Zero Tolerance Policy on Human Trafficking	39
8.53 Compliance with Fair Chance Employment Hiring Practices.....	40
8.54 Compliance with the County Policy of Equity	40
8.55 Prohibition from Participation in Future Solicitation(s).....	40

SAMPLE CONTRACT PROVISIONS

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.56 Injury and Illness Prevention Program	40
8.57 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding	41
9.0 Unique Terms and Conditions	41
9.1 Ownership of Materials, Software and Copyright	41
9.2 Patent, Copyright and Trade Secret Indemnification	42
9.3 Data Destruction	42
9.4 Contractor’s Charitable Activities Compliance.....	43
9.5 Local Small Business Enterprise (LSBE) Preference Program – If Applicable.....	43
9.6 Social Enterprise (SE) Preference Program – If Applicable	44
9.7 Disabled Veteran Business Enterprise (DVBE) Preference Program – If Applicable.....	45
9.8 Compliance with County’s Women in Technology Hiring Initiative	46
10.0 Survival.....	46
 STANDARD EXHIBITS	
A Statement of Work and Attachments	
B Pricing Schedule	
C Contractor’s Proposed Schedule	
D RPOSD’s Administration	
E Contractor’s Administration	
F Form(s) Required at the Time of Contract Execution	
F2 Contractor Employee Acknowledgement and Confidentiality Agreement	
F3 Contractor Non-Employee Acknowledgement and Confidentiality Agreement	
G Safely Surrendered Baby Law	
H Forms Required at the Completion of The Contract Involving Intellectual Property Developed-Designed by Contractor	
H1 Individual’s Assignment and Transfer of Copyright	
H2 Assignment and Transfer of Copyright	

SAMPLE CONTRACT PROVISIONS
TABLE OF CONTENTS

<u>PARAGRAPH</u>		<u>PAGE</u>
	H3 Notary Statement for Assignment and Transfer of Copyright	
I	Intentionally Omitted	
J	Charitable Contributions Certification	
K	Information Security and Privacy Requirements	

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND**

FOR

SERVICES

This Contract (“Contract”) made and entered into on [Click or tap here to enter text.](#) by and between the County of Los Angeles, Regional Park and Open Space District, hereinafter referred to as “RPOSD” and [Click or tap here to enter text.](#), hereinafter referred to as “Contractor” for the Development and/or Implementation, and Maintenance of the Enterprise Grants Management System.

RECITALS

WHEREAS, RPOSD may contract with private businesses for [Click or tap here to enter text.](#) Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing [Click or tap here to enter text.](#) Services; and

WHEREAS, RPOSD has authority to contract for services under California Public Resources Code section 5543; and

WHEREAS, the Los Angeles County Board of Supervisors, acting as the governing body of RPOSD, approved this contract through action taken on _____.

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

Exhibit A	Statement of Work and Attachments
Exhibit B	Pricing Schedule
Exhibit C	Contractor's Proposed Schedule
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Forms Required at the Time of Contract Execution
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Forms Required at Completion of the Contracts Involving Intellectual Property Developed-Designed by the Contractor
Exhibit I	Intentionally Omitted
Exhibit J	Charitable Contributions Certification
Exhibit K	Information Security and Privacy Requirements

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

2.0 DEFINITIONS

2.1 Standard Definitions

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

- 2.1.1 **Board of Supervisors (Board):** Acting as the governing body, Board of Directors, of RPOSD.
- 2.1.2 **Contract:** This agreement executed between RPOSD and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work.
- 2.1.3 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with RPOSD to perform or execute the work covered by this Contract.
- 2.1.4 **Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 **County:** The County of Los Angeles.
- 2.1.6 **County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.7 **Day(s):** Calendar Day(s) unless otherwise specified.
- 2.1.8 **Director:** Director of the Los Angeles County Department of Parks and Recreation in her capacity as Director of RPOSD.
- 2.1.9 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.10 **Legacy GMS:** RPOSD's existing online Grants Management System, a Commercial Off-the-Shelf system that is customizable per RPOSD's requirements and used exclusively for the management of all grant funding opportunities.
- 2.1.11 **New GMS:** The development and implementation of a new system to replace and modernize the existing online Legacy GMS.
- 2.1.12 **RPOSD:** The County of Los Angeles, Regional Park and Open Space District.

- 2.1.13 **RPOSD's Technical Lead:** Person who understands the current architecture of RPOSD's Legacy GMS and can aid in coordinating integration(s) development activities with other RPOSD or County applications.
- 2.1.14 **RPOSD's Project Manager:** Person designated by RPOSD's Project Director to manage the operations under this Contract.
- 2.1.15 **RPOSD's 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.
- 2.1.16 **RPOSD's Project Director:** Person designated by RPOSD with authority for RPOSD on contractual or administrative matters relating to this Contract that cannot be resolved by RPOSD's Project Manager.
- 2.1.17 **Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of RPOSD, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.
- 2.1.18 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.19 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

3.0 WORK

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

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract will be five (5) years commencing upon execution by all parties, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 RPOSD will have the sole option to extend this Contract term for up to three (3) additional one (1) year periods and up to six (6) additional month-to-month for a

maximum total Contract term of eight (8) years and six (6) months. Each such extension option may be exercised at the sole discretion of the Director, or their designee as authorized by the Board.

- 4.3** RPOSD maintains a database to track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether RPOSD will exercise a contract term extension option.
- 4.4** The Contractor must notify RPOSD when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to RPOSD at the address herein provided in Exhibit D (RPOSD's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

The contract sum under the terms of this Contract shall be the total monetary amount payable by RPOSD to the Contractor for all the tasks, deliverables, goods, and services and other work specified under this Contract. Contractor will provide services at rates identified in Exhibit B (Pricing Schedule).

RPOSD may increase the total contract amount by up to 10%, as approved by the Board. RPOSD does not warranty or represent that all, or any portion, of the not-to-exceed contract amount will be authorized, allocated, or expended by the RPOSD; nor does RPOSD warranty or represent that it will authorize the selected contractor(s) to perform any work or services of any monetary amount.

5.2 Written Approval for Reimbursement

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with RPOSD's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

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

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

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

5.5 Invoices and Payments

5.5.1 The Contractor must invoice RPOSD only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by RPOSD under the terms of this Contract.

5.5.2 The Contractor's invoices must be priced in accordance with Exhibit B (Pricing Schedule). Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by RPOSD. If RPOSD does not approve work in writing no payment will be due to the Contractor for that work.

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

5.5.4 All invoices under this Contract must be submitted in two (2) copies and sent to:

County of Los Angeles
Regional Park and Open Space District,
Administration Section
1000 South Fremont Avenue, Unit #40
Building A-9 East, Ground Floor
Alhambra, CA 91803

RE: Grants Management System Contract

And/or via email at: info@rposd.lacounty.gov

5.5.5 RPOSD Approval of Invoices

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

5.5.6 Preference Program Enterprises - Prompt Payment Program – If Applicable

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

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

5.6.1 Consistent with the County's determination, RPOSD has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with RPOSD will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.6.2 The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

5.6.4 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 RPOSD, will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - RPOSD

6.1 RPOSD's Administration

A listing of all RPOSD Administration referenced in the following subparagraphs are designated in Exhibit D (RPOSD's Administration). RPOSD will notify the Contractor in writing of any changes as they occur.

6.2 RPOSD's Project Director

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

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

6.3 RPOSD's Project Manager

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

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

The RPOSD'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 RPOSD in any respect whatsoever.

6.4 RPOSD's Project Monitor

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify RPOSD in writing of any changes as they occur.

7.2 Contractor's Project Manager

- 7.2.1 The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify RPOSD in writing of any change to Exhibit E (Contractor's Administration), as changes occur.
- 7.2.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with RPOSD's Project Manager and RPOSD's Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.5 Background and Security Investigations

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

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

7.5.2 RPOSD, 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 RPOSD or whose background or conduct is incompatible with RPOSD facility access.

7.5.3 These terms will also apply to subcontractors of RPOSD contractors.

7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation,

County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor must indemnify, defend, and hold harmless County and RPOSD, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph, as determined by RPOSD in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by RPOSD. Notwithstanding the preceding sentence, RPOSD will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide RPOSD with a full and adequate defense, as determined by RPOSD in its sole judgment, RPOSD will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by RPOSD in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of RPOSD without RPOSD's prior written approval.

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

7.6.3.1 Contractor will cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F2-IT (Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement).

Contractor will cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F3-IT (Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by the Director or their designee.

- 8.1.2 The Board or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. RPOSD reserves the right to add and/or change such provisions as required by the Board. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the Director or her designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

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

8.3 Authorization Warranty

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

8.4 Complaints

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

8.4.1 Complaint Procedures

- Within ten (10) business days after the Contract effective date, the Contractor must provide RPOSD with the Contractor's procedures for receiving, investigating, and responding to user complaints.
- RPOSD will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- If RPOSD requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within five (5) business days for RPOSD approval.
- If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to RPOSD for approval before implementation.
- The Contractor must preliminarily investigate all complaints and notify RPOSD's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- Copies of all written responses must be sent to RPOSD's Project Manager within three (3) business days of mailing to the complainant.

8.5 Compliance with Applicable Laws

8.5.1 In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.5.2 Contractor must indemnify, defend, and hold harmless RPOSD, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or

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

8.6 Compliance with Civil Rights Laws

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

- 8.6.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.6.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.6.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.6.4 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.

8.7 Compliance with the County's Jury Service Program – If Applicable

8.7.1 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.

8.7.2 Written Employee Jury Service Policy

- Unless the Contractor has demonstrated to RPOSD's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- For purposes of this paragraph, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the RPOSD or a subcontract with a RPOSD 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 RPOSD, 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 RPOSD under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the Contract.
- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must immediately notify RPOSD if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. RPOSD may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the RPOSD's satisfaction that the Contractor either continues to

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

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

8.8 Conflict of Interest

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

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

8.9 Consideration of Hiring County or RPOSD Employees Targeted for Layoffs or are on a County Re-Employment List – If Applicable

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

8.10 Consideration of Hiring GAIN/START Participants – If Applicable

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration

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

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

8.11 Contractor Responsibility and Debarment

8.11.1 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 RPOSD's policy to conduct business only with responsible contractors.

8.11.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if RPOSD acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, RPOSD 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 and RPOSD 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 or RPOSD.

8.11.3 Non-responsible Contractor

RPOSD may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a contract with the County, RPOSD, 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, RPOSD, 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, RPOSD, or any other public entity.

8.11.4 **Contractor Hearing Board**

- If there is evidence that the Contractor may be subject to debarment, RPOSD will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and RPOSD will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 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. RPOSD 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 RPOSD.
- The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the

debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.11.5 Subcontractors of Contractor

These terms will also apply to subcontractors of RPOSD contractors.

8.12 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law – If Applicable

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

8.13 Contractor's Warranty of Adherence to County's Child Support Compliance Program - If Applicable

8.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts, including those with RPOSD, 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.

8.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract, maintain compliance with employment and wage

reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.14 County's Quality Assurance Plan

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

8.15 Damage to County or RPOSD Facilities, Buildings or Grounds – If Applicable

8.15.1 The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County or RPOSD facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.15.2 If the Contractor fails to make timely repairs, RPOSD may make any necessary repairs. All costs incurred by RPOSD, as determined by RPOSD, for such repairs must be repaid by the Contractor by cash payment upon demand.

8.16 Employment Eligibility Verification

8.16.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such

documentation for all covered employees for the period prescribed by law.

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

8.17 Counterparts and Electronic Signatures and Representations

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

RPOSD 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.

8.18 Fair Labor Standards

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

8.19 Force Majeure

- 8.19.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

- 8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.
- 8.19.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.20 Governing Law, Jurisdiction, and Venue

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

8.21 Independent Contractor Status

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

any work performed by or on behalf of the Contractor pursuant to this Contract.

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

8.22 Indemnification

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

8.23 General Provisions for all Insurance Coverage

8.23.1 Without limiting Contractor's indemnification of County and RPOSD, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. RPOSD 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.

8.23.2 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to RPOSD, and a copy of an Additional Insured endorsement confirming RPOSD, and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to RPOSD at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to RPOSD not less than ten (10) days prior to Contractor's policy expiration dates. RPOSD reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this

Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

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

County of Los Angeles
Regional Park and Open Space District,
Administration Section
1000 South Fremont Avenue, Unit #40
Building A-9 East, Ground Floor
Alhambra, CA 91803

RE: Grants Management System Contract

And/or via email at: info@rposd.lacounty.gov

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

8.23.3 **Additional Insured Status and Scope of Coverage**

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

defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.23.4 Cancellation of or Changes in Insurance

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

8.23.5 Failure to Maintain Insurance

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

8.23.6 Insurer Financial Ratings

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

8.23.7 Contractor's Insurance Must Be Primary

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

8.23.8 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against RPOSD under all the Required Insurance for any loss arising from or relating to this Contract.

The Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.23.9 Subcontractor Insurance Coverage Requirements

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

8.23.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.23.11 Claims Made Coverage

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

8.23.12 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.

8.23.13 Separation of Insureds

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

8.23.14 **Alternative Risk Financing Programs**

RPOSD 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. RPOSD and its Agents must be designated as an Additional Covered Party under any approved program.

8.23.15 **County Review and Approval of Insurance Requirements**

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

8.24 Insurance Coverage

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

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

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

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

8.24.4 **Unique Insurance Coverage**

- **Professional Liability-Errors and Omissions**

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

- **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.

- **Cyber Liability Insurance**

The Contractor must secure and maintain cyber liability insurance coverage with limits of \$2 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor must add the RPOSD as an additional insured to its cyber liability insurance policy and provide to RPOSD certificates of insurance evidencing the

foregoing upon the RPOSD's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.25 Liquidated Damages

- 8.25.1 If, in the judgment of the Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment, or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or their designee, in a written notice describing the reasons for said action.
- 8.25.2 If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Five Hundred Dollars (\$500) per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) hereunder, and that the Contractor will be liable to RPOSD for liquidated damages in said amount. Said amount will be deducted from RPOSD's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, RPOSD may correct any and all deficiencies and the total costs incurred by RPOSD for completion of the work by an alternate source, whether it be RPOSD forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from RPOSD, as determined by RPOSD.
- 8.25.3 The action noted in Paragraph 8.25.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover

RPOSD cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.25.4 This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.25.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.26 Most Favored Public Entity

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

8.27 Nondiscrimination and Affirmative Action

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

8.27.2 Contractor certifies to RPOSD each of the following:

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

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

- 8.27.4 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.
- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.27.6 The Contractor will allow RPOSD representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.27.7 If RPOSD finds that any provisions of this Paragraph 8.27 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which RPOSD may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by RPOSD that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.28 Non-Exclusivity

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

8.29 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party must, within one (1) business

day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 Notice of Disputes

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

8.31 Notice to Employees Regarding the Federal Earned Income Credit

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

8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.33 Notices

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

8.34 Prohibition Against Inducement or Persuasion

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

8.35 Public Records Act

- 8.35.1 Any documents submitted by the Contractor; all information obtained in connection with the RPOSD'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 RPOSD. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7921 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". RPOSD will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.35.2 In the event RPOSD 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 RPOSD from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 Publicity

- 8.36.1 The Contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, RPOSD will not inhibit the Contractor from publishing its role under this Contract within the following conditions:
- The Contractor must develop all publicity material in a professional manner; and
 - During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of RPOSD without the prior written consent of the RPOSD's Project Director.
- 8.36.2 The Contractor may, without the prior written consent of RPOSD, indicate in its proposals and sales materials that it has been awarded this Contract with the RPOSD, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

8.37 Record Retention and Inspection-Audit Settlement

- 8.37.1 The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that RPOSD, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to RPOSD during the term of this Contract and for a period of five (5) years thereafter unless RPOSD's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at RPOSD's option, the Contractor will pay RPOSD for travel, per diem, and other costs incurred by RPOSD to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.37.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, RPOSD will make a reasonable effort to maintain the confidentiality of such audit report(s)
- 8.37.3 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph will constitute a material breach of this Contract upon which RPOSD may terminate or suspend this Contract.
- 8.37.4 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 RPOSD conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that RPOSD's dollar liability for any such work is less than payments made by RPOSD to the Contractor, then the difference must be either: a) repaid by the Contractor to RPOSD 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 RPOSD, whether under this Contract or otherwise. If such audit finds that RPOSD's dollar liability for such work

is more than the payments made by RPOSD to the Contractor, then the difference will be paid to the Contractor by RPOSD by cash payment, provided that in no event will RPOSD's maximum obligation for this Contract exceed the funds appropriated by RPOSD for the purpose of this Contract.

8.38 Recycled Bond Paper

Consistent with the Board 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.

8.39 Subcontracting

- 8.39.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of RPOSD**. Any attempt by the Contractor to subcontract without the prior consent of RPOSD may be deemed a material breach of this Contract.
- 8.39.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at RPOSD's request:
- A description of the work to be performed by the subcontractor.
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by RPOSD.
- 8.39.3 The Contractor must indemnify, defend, and hold RPOSD harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.39.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding RPOSD's approval of the Contractor's proposed subcontract.
- 8.39.5 RPOSD's consent to subcontract will not waive RPOSD'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 RPOSD right.
- 8.39.6 RPOSD's Project Director is authorized to act for and on behalf of RPOSD with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by RPOSD, Contractor must forward a fully executed subcontract to RPOSD for their files.

- 8.39.7 The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding RPOSD's consent to subcontract.
- 8.39.8 The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by RPOSD from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to:

County of Los Angeles
Regional Park and Open Space District,
Administration Section
1000 South Fremont Avenue, Unit #40
Building A-9 East, Ground Floor
Alhambra, CA 91803

RE: Grants Management System Contract

And/or via email at: info@rposd.lacounty.gov

8.40 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 8.13 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to RPOSD under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which RPOSD may terminate this Contract pursuant to Paragraph 8.42 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.41 Termination for Convenience

8.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by RPOSD, in its sole discretion, to be in its best interest. Termination of work hereunder will be affected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than six (6) months after the notice is sent.

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

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as would not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 8.37 (Record Retention and Inspection-Audit Settlement).

8.42 Termination for Default

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

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

8.42.2 In the event that RPOSD terminates this Contract in whole or in part as provided in Paragraph 8.42.1, RPOSD may procure, upon such terms and in such manner as RPOSD may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to RPOSD for any and all excess costs incurred by RPOSD, as determined by RPOSD, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of RPOSD in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a

subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.42.4 If, after RPOSD has given notice of termination under the provisions of Paragraph 8.42 (Termination for Default) it is determined by RPOSD that the Contractor was not in default under the provisions of Paragraph 8.42 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.42.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 (Termination for Convenience).
- 8.42.5 The rights and remedies of RPOSD provided in this Paragraph 8.42 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 Termination for Improper Consideration

- 8.43.1 RPOSD 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 or RPOSD officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, RPOSD will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.43.2 The Contractor must immediately report any attempt by a County or RPOSD 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/>.
- 8.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.44 Termination for Insolvency

- 8.44.1 RPOSD may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code; or
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code; or
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of RPOSD provided in this Paragraph 8.44 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.46 Validity

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

8.47 Waiver

No waiver by RPOSD of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of RPOSD to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.47 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.48 Warranty Against Contingent Fees

8.48.1 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.

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

8.49 Warranty of Compliance with County’s Defaulted Property Tax Reduction Program

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

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

8.50 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 8.49 "Warranty of Compliance with County’s Defaulted Property Tax Reduction Program" will constitute default under this contract. Without limiting the rights and remedies available to RPOSD under any other provision of this contract, failure of Contractor to cure such default within sixty (60) days of notice will be grounds upon which RPOSD may terminate this contract and/or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206.

8.51 Time Off for Voting – If Applicable

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

8.52 Compliance with County’s Zero Tolerance Policy on Human Trafficking

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

If a Contractor or member of Contractor’s staff is convicted of a human trafficking offense, RPOSD will require that the Contractor or member of Contractor’s staff be

removed immediately from performing services under the Contract. RPOSD will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

8.53 Compliance with Fair Chance Employment Hiring Practices

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

8.54 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 RPOSD 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 RPOSD'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.

8.55 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 an RPOSD 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 an RPOSD solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of RPOSD. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in an RPOSD solicitation or the termination or cancellation of any resultant RPOSD contract.

8.56 Injury and Illness Prevention Program

If applicable, Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention

Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

8.57 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 RPOSD.

9.0 Unique Terms and Conditions

9.1 Ownership of Materials, Software and Copyright

- 9.1.1 RPOSD will be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in RPOSD all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 9.1.2 During the term of this Contract and for five (5) years thereafter, the Contractor must maintain and provide security for all of the Contractor's working papers prepared under this Contract. RPOSD will have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.1.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to RPOSD's Project Manager as proprietary or confidential, and must be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.1.4 RPOSD will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. RPOSD 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.

9.1.5 Notwithstanding any other provision of this Contract, RPOSD will not be obligated to the Contractor in any way under subparagraph 9.1.4 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 9.1.3 or for any disclosure which RPOSD is required to make under any state or federal law or order of court.

9.2 Patent, Copyright and Trade Secret Indemnification

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

9.2.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that RPOSD's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that RPOSD's continued use of the system is not materially impeded, must either:

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

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

9.3 Data Destruction

Contractor(s) that have maintained, processed, or stored RPOSD 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. RPOSD must receive **within ten (10) business days**, a signed document from Contractor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and/or indecipherable.

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

9.4 Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete **Exhibit J (Charitable Contributions Certification)**, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.5 Local Small Business Enterprise (LSBE) Preference Program – If Applicable

- 9.5.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.5.2 The Contractor will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 9.5.3 The Contractor will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

9.5.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, will:

- Pay to RPOSD any difference between the contract amount and what RPOSD's costs would have been if the contract had been properly awarded;
- In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than **ten (10) percent of the amount of the contract**; and
- Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.6 Social Enterprise (SE) Preference Program – If Applicable

9.6.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

9.6.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

9.6.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

9.6.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such

certification has been awarded this contract to which it would not otherwise have been entitled, Contractor will:

- Pay to RPOSD any difference between the contract amount and what RPOSD's costs would have been if the contract had been properly awarded;
- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
- Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.7 Disabled Veteran Business Enterprise (DVBE) Preference Program – If Applicable

9.7.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

9.7.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

9.7.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

9.7.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor will:

- Pay to RPOSD any difference between the contract amount and what the RPOSD's costs would have been if the contract had been properly awarded;

- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
- Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Contract, the above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.8 Compliance with County’s Women in Technology Hiring Initiative

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

10.0 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 will survive the expiration or termination of this Contract for any reason:

- Paragraph 1.0 Applicable Documents
- Paragraph 2.0 Definitions
- Paragraph 3.0 Work
- Paragraph 5.4 No Payment for Services Provided Following Expiration-Termination of Contract
- Paragraph 7.6 Confidentiality
- Paragraph 8.1 Amendments
- Paragraph 8.2 Assignment and Delegation/Mergers or Acquisitions
- Paragraph 8.5 Compliance with Applicable Law
- Paragraph 8.18 Fair Labor Standards
- Paragraph 8.19 Force Majeure

Paragraph 8.20	Governing Law, Jurisdiction, and Venue
Paragraph 8.22	Indemnification
Paragraph 8.23	General Provisions for all Insurance Coverage
Paragraph 8.24	Insurance Coverage
Paragraph 8.25	Liquidated Damages
Paragraph 8.33	Notices
Paragraph 8.37	Record Retention and Inspection-Audit Settlement
Paragraph 8.41	Termination for Convenience
Paragraph 8.42	Termination for Default
Paragraph 8.46	Validity
Paragraph 8.47	Waiver
Paragraph 8.55	Prohibition from Participation in Future Solicitation
Paragraph 8.57	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 9.1	Ownership of Materials, Software and Copyright
Paragraph 9.2	Patent, Copyright and Trade Secret Indemnification
Paragraph 10.0	Survival

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

CONTRACTOR

(_____)

By _____

Name

Title

REGIONAL PARK AND OPEN SPACE DISTRICT

Director

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____ Principal Deputy County Counsel

STATEMENT OF WORK AND ATTACHMENTS

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
1.0 SCOPE OF WORK	1
1.1 In-Scope Services	1
1.2 Contractor Deliverables	2
1.3 Requirements and Standards for New GMS	3
2.0 ADDITION AND/OR DELETION OF SPECIFIC TASKS AND/OR WORK HOURS	3
3.0 QUALITY CONTROL PLAN	4
4.0 QUALITY ASSURANCE PLAN	4
4.1 Monthly Meetings	4
4.2 Contract Discrepancy Report (Attachment 1 of this Exhibit A)	4
4.3 RPOSD Observations	4
5.0 DEFINITIONS	5
5.1 Standard Definitions	5
6.0 RESPONSIBILITIES	5
6.1 RPOSD Personnel	5
RPOSD will administer the Contract in accordance with Paragraph 6.0 (Administration of Contract – RPOSD). Specific duties will include:	5
6.2 RPOSD Resources	5
6.3 Contractor Resources	6
6.4 Materials and Equipment	7
6.5 Contractor’s Office	7
7.0 HOURS/DAY OF WORK	7
8.0 UNSCHEDULED WORK	7
9.0 SPECIFIC WORK REQUIREMENTS	8
9.1 Selected Contractor Implementation Services	8
9.2 Project Initiation and Management	8
9.3 Requirements Validation	9
9.4 Security Design	9
9.5 Design and Configure the Solution	10
9.6 Technical Build	10
9.7 Data Conversion and Migration	11

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
9.8 Testing	11
9.9 Organizational Change Management and Training (OCMT)	12
9.10 Deployment and Cutover	13
9.11 Acceptance and Warranty Period	13
9.12 Proposed Implementation Schedule/Timeline	14
9.13 Maintenance and Support (M&S) Services	14
9.14 Service Level Agreement.....	15
10.0 GREEN INITIATIVES	15
11.0 PERFORMANCE REQUIREMENTS SUMMARY.....	15

SOW ATTACHMENTS

- 1 Contract Discrepancy Report (CDR)
- 2 Performance Requirements Summary (PRS)
- 3 RPOSD GMS List of Requirements

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

The objective of this solicitation is to select an experienced Contractor for a new modern GMS (New GMS) solution for implementation that meets RPOSD's future state requirements and implementation objectives. The selected Contractor shall be responsible for leading the implementation of the proposed New GMS and completing all specific Work Requirements included in Section 9 of this SOW. Through the completion of the requested implementation activities, RPOSD intends to achieve the following future state objectives:

Grants business process transformation: The Webgrants solution also known as GMS (Legacy GMS) requires RPOSD and external grantee users to complete manual processes within the system. This increases the time to complete business processes, duplicates user activities, and increases the likelihood of data entry errors. Utilizing a new GMS, RPOSD wishes to partner with the selected Contractor to streamline and modernize the business processes by taking advantage of operational process automation, improved workflow functionality and streamlined workforce management, reduced need for manual data entry, and enhanced communications between RPOSD and grantees. By taking advantage of this business transformation opportunity, RPOSD envisions improving the relationship with grantees and providing enhanced value and benefits to the constituents of Los Angeles County.

Enhanced Self-Service Portal capabilities RPOSD seeks to enhance grantee self-service capabilities with a grantee self-service portal that improves communication and coordination with RPOSD grant officers, enhances tracking of grant activities and milestones, grant reimbursement processing, account and user administration, and grantee reporting functionality.

Improved workflow functionality: The Legacy GMS has basic workflow capabilities that RPOSD seeks to improve by implementing a new GMS with enhanced workflow functionality that can help ensure that tasks are carried out quickly and efficiently by grantor and grantee users, with pre-defined activities and user notifications. Where possible, RPOSD also seeks to automate workflow activities to help reduce the number of routine tasks RPOSD resources and grantees must complete.

Improved reporting capabilities: RPOSD seeks to enable users to generate and modify their own reports without requiring technical support from IT resources, while improving the quality of the standard reports available to users. Current reporting capabilities of the legacy GMS are limited and RPOSD desires improved reporting capabilities that can assist us in improving business operations and streamline financial, management, transactional, and compliance reporting.

1.1 In-Scope Services

The selected Contractor will be responsible for completing the following implementation services in the New GMS:

- Project initiation and management;
- Requirements validation;

- Security design;
- Design and configure the solution;
- Technical build;
- Data conversion and migration;
- Testing;
- Organizational change management and training (OCMT);
- Deployment and cutover;
- Warranty period, and;
- Maintenance and system support services.

The required services are described in more detail in **Section 9, Specific Work Requirements**.

1.2 Contractor Deliverables

Selected Contractor will be responsible for completing the below list of deliverables during the implementation and maintenance and support service periods requested by RPOSD. Additional details for the requested deliverables can be found in **Section 9, Specific Work Requirements**.

SOW Section	Implementation or System Support Service	Deliverable Name
9.2	Project Initiation Management	Project Control Document (PCD)
		Weekly and monthly status report templates
9.3	Requirements Validation	Validated requirements traceability matrix
9.4	Security Design	Security architecture diagram
		System security detail documentation
9.5	Design and Configure the Solution	Functional / configuration design documents
		Documentation of custom code
9.6	Technical Build	Complete inventory of integrations
		Technical design documents, including integration design documentation
		Final application architecture diagrams
9.7	Data Conversion and Migration	Data conversion strategy and plan
		Final data mapping
		Conversion process design documents

SOW Section	Implementation or System Support Service	Deliverable Name
9.8	Testing	Test strategy and plan
		Unit, integration, and end-to-end test cases
		User acceptance test cases
		Test summary report (to be completed after each test cycle)
9.9	Organizational Change Management and Training (OCMT)	Validated future state business process flows
		Business process improvement report including KPIs
		Training plan
		Training materials / GMS user guides
		Completion of training delivery
9.10	Deployment and Cutover	Deployment / cutover plan
		Deployment criteria checklist
9.11	Acceptance and Warranty Period	Acceptance and warranty period report (final deployment acceptance)
9.13	Maintenance and Support Services	Monthly support service report

1.3 Requirements and Standards for New GMS

The following section provides an overview of the functional and technical requirements that RPOSD desires and information technology standards that the New GMS will need to meet. All qualified Contractors should review the business and technical requirements listed in Attachment 3 of this Exhibit A and populate to confirm whether each requirement is a fit or gap for their proposed New GMS.

1.3.1 Information Technology Standards:

The selected Contractor and proposed New GMS are required to meet applicable standards defined by the Parks Department Chief Information Officer (CIO) and Chief Information Security Officer (CISO). See **RFP, Exhibit K – Information Technology Standards** for additional details.

2.0 ADDITION AND/OR DELETION OF SPECIFIC TASKS AND/OR WORK HOURS

2.1 RPOSD may require additional implementation or support services during the contract that are outside the scope or specified deliverables in this SOW. Qualified Contractors must provide a rate table for resources that may complete these

additional services, RFP, Appendix B, - Required Forms, Exhibit 10 Pricing Schedule includes the rate table that is to be completed.

Additional services are optional, and work on additional services can only proceed upon written prior approval by the RPOSD Project Manager.

- 2.2** All changes must be made in accordance with Paragraph 8.1, Amendments, of the Contract.

3.0 QUALITY CONTROL PLAN

The Contractor shall establish and utilize a comprehensive Quality Control Plan (Plan) to assure RPOSD a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to RPOSD's Contract Project Manager for review upon contract execution and prior to starting any work. The Plan shall include, at a minimum, the methodology of monitoring to be implemented to ensure that Contract requirements are being met.

In addition, a record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to RPOSD upon request.

4.0 QUALITY ASSURANCE PLAN

RPOSD will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 8.14 (County's Quality Assurance Plan).

4.1 Monthly Meetings

Contractor is required to participate in a scheduled monthly meeting or as otherwise required with RPOSD's Contract Project Manager or his/her designee.

4.2 Contract Discrepancy Report (Attachment 1 of this Exhibit A)

Verbal and/or written notification of a Contract discrepancy will be made to the Contract Project Manager as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a period mutually agreed upon by RPOSD and Contractor.

RPOSD's Contract Project Manager will determine whether a formal Contract Discrepancy Report (CDR) shall be issued. Upon receipt of the CDR, Contractor shall respond in writing to RPOSD's Contract Project Manager within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR shall be submitted to the RPOSD'S Contract Project Manager within ten (10) business days.

4.3 RPOSD Observations

In addition to RPOSD staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours.

5.0 DEFINITIONS

5.1 Standard Definitions

Section 2.0, of the Sample RFP Contract contains the Standard Definitions.

6.0 RESPONSIBILITIES

Contractor and RPOSD's responsibilities are as follows:

6.1 RPOSD Personnel

RPOSD will administer the Contract in accordance with Paragraph 6.0 (Administration of Contract – RPOSD). Specific duties will include:

- 6.1.1 Monitoring Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments, as necessary, and in accordance with the Contract, Paragraph 8.1 (Amendments).

6.2 RPOSD Resources

RPOSD is committed to partnering with the selected Contractor to deliver the successful implementation of a New GMS. To assist the selected Contractor in completing the scope of services requested, RPOSD, to the extent possible, shall provide the resources listed below. RPOSD understands that additional RPOSD resources may be necessary to complete this project. To aid RPOSD in planning for this resource commitment, qualified Contractors should indicate in its implementation schedule, **Section 9.12 Proposed Implementation Schedule**, where RPOSD resources will be required, and the expected time commitment needed. Specific duties will include:

RPOSD Resource Title	Anticipated Responsibilities	Support Commitment
Project Director(s)	RPOSD's Project Director(s) will be responsible for overall project oversight. They (or their delegate) will attend project status report meetings and serve as the final decision maker for project decisions that impact project cost, duration, or overall quality.	As needed

Project Manager	RPOSD's Project Manager will be responsible for overseeing the implementation services from project initiation and through the warranty period. They will be the selected Contractor's primary point of contact and will review and approve contract deliverables.	100%
Project Monitor	RPOSD's Project Monitor will provide the selected Contractor with significant knowledge of RPOSD's current state business processes and can aid the selected Contractor in understanding them. This resource will also review the proposed future state business processes to help ensure they align with RPOSD objectives.	As needed
Technical Lead	RPOSD will provide the selected Contractor with a Technical Lead who understands the current architecture of RPOSD's Legacy GMS and can aid in coordinating integration(s) development activities with other RPOSD or County applications.	As Needed

6.3 Contractor Resources

Contractor must identify qualified resources who will be completing the implementation services for RPOSD and the key personnel who will lead these services. **For key personnel, Contractor shall include years of relevant experience delivering services like those requested in this SOW, and specific experience implementing the proposed software/New GMS solution.** Experience should also include the number of years at the current firm and any relevant certifications. **Resumes shall be provided for all key personnel on the project implementation team. Include information on any subcontractors that will be part of the implementation delivery team.** Key personnel identified for this RFP cannot be replaced after the contract is awarded unless notification is provided to RPOSD and RPOSD is given the opportunity to review and approve. RPOSD expects the following qualified Contractor resources to be identified as key personnel for the purposes of this response:

- Project manager
- Functional / business lead

- Technical lead
- OCMT lead
- Support services lead

6.4 Materials and Equipment

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

6.5 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The telephone line shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Pacific Standard Time, Monday through Friday, by at least one employee who can respond to inquiries and complaints regarding Contractor's performance of the Contract. Outside of business hours, the Contractor must provide an email address for communication and/or an answering service shall be provided to receive calls. The Contractor shall respond to telephone calls or emails within two (2) hours of receipt of the call or email.

7.0 HOURS/DAY OF WORK

When required by RPOSD for pre-launch configuration and setup tasks, Contractor is to perform work from 6:30 a.m. to 5:30 p.m., Pacific Standard Time, primarily at the following location:

Los Angeles County Regional Park and Open Space District
1000 S. Fremont Avenue, Building A-9 East, Ground Floor
Alhambra, CA 91803

Contractor is to incur all travel, lodging, and meal expenses. To meet contractual obligations, Contractor may be required to work additional hours outside of RPOSD's defined working hours and at Contractor's expense to meet all pre-defined and agreed upon project schedules.

8.0 UNSCHEDULED WORK

- 8.1 RPOSD's Project Manager or its designee may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third-party negligence; or to add to, modify or refurbish existing facilities.
- 8.2 Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Contractor's estimate, RPOSD's Project Director or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.

9.0 SPECIFIC WORK REQUIREMENTS

9.1 Selected Contractor Implementation Services

This section provides details related to the services and activities that RPOSD expects the selected Contractor to complete during the implementation lifecycle, as well as the expected deliverables that will serve as payment milestones for the selected Contractor. RPOSD requests that prospective Contractors provide an approach and timeline for completing the following implementation services and deliverables, with its proposal:

9.2 Project Initiation and Management

RPOSD expects the selected Contractor to perform implementation project management services with the assistance of RPOSD's Project Manager responsible for overseeing the implementation. During the initial project stages, the selected Contractor is expected to rapidly establish the project management strategy and controlling plans that will be used throughout the implementation. RPOSD expects the selected Contractor to complete these services based on its experience providing similar services. While establishing the project management strategy, it is also expected that the selected Contractor will use this time to prepare for the implementation by completing any other project set up activities. The selected Contractor will have three (3) weeks from the agreed upon project start date to complete the following:

- Initiation activities with RPOSD leadership to validate project assumptions, roles, and governance structure;
- Project kickoff presentation;
- Initial New GMS environment and strategy set up, and;
- Development of a project control document (PCD) that includes, at a minimum, the following sections:
 - Project overview;
 - Project objectives;
 - Assumptions and constraints;
 - Contractor and RPOSD roles and responsibilities including Contractor's organizational chart and anticipated RPOSD implementation resources;
 - Scope management plan, including approach to managing requirements and ensuring traceability of solution requirements through the implementation lifecycle;
 - Schedule management plan including a detailed, work plan, defined at a level three work breakdown structure (WBS);
 - Financial management plan;
 - Quality management plan;

- Resource management plan;
 - Communications management plan; and
 - Risk and issue management plan.
- Development of a weekly implementation status report and monthly status report template; establishment of corresponding (i.e., weekly and monthly) status meetings.

Project initiation deliverables:

1. PCD and detailed work plan (i.e., project plan) and;
2. Weekly and monthly status report template.

9.3 Requirements Validation

Selected Contractor will capture, refine, and validate RPOSD’s Legacy GMS requirements and develop a mitigation plan for any requirement gaps in the selected Contractor’s proposed New GMS. RPOSD expects the selected Contractor to make recommendations to improve existing requirements or identify new requirements. New requirements identified during these activities will be managed through the agreed upon scope management plan in the PCD. The requirements validation approach must include the traceability of functional and technical requirements throughout the implementation lifecycle.

Requirements validation deliverables:

1. Validated requirements traceability matrix.

9.4 Security Design

The proposed New GMS should support security functionality that protects RPOSD and grantees’ data and can assist in the detection of unauthorized system access. Included in the implementation approach, RPOSD expects the selected Contractor to provide the following information:

- Security principles and system security features, including web application firewall (WAF)
- Security architecture diagram
- Location of the proposed New GMS data storage (Note: Offshoring of data and / or support services is acceptable for solutions that utilize major cloud vendors, including Amazon Web Services, Microsoft Azure, and Google Cloud)
- Identity and access management (IAM) processes
- System encryption standards for data in transit and at rest

- Audit capabilities (e.g., audit logs, reports)

Security design deliverables:

1. Security architecture diagram, and;
2. System security detail documentation.

9.5 Design and Configure the Solution

The selected Contractor will be responsible for leading design and configuration activities, leveraging support from relevant RPOSD resources. The selected Contractor is expected to provide RPOSD with product and grants management expertise, leadership, and responsibility for all design and configuration activities. Selected Contractor should also recommend an approach to completing the design and configuration of the system that accounts for RPOSD's requirements and the needs of stakeholder groups. RPOSD expects the selected Contractor to provide an implementation approach that includes:

- Obtaining input from RPOSD resources to design a solution that incorporates optimized grants management activities;
- Minimal amount of system customizations;
- Documentation of systems design and configurations;
- Deployment of any tools to assist with configuration management;
- Completion of all system configuration activities;
- Development of standard and custom reports, and;
- Expected role of RPOSD resources and the percent of time the selected Contractor expects them to be available.

Design and configure solution deliverables:

1. Functional / configuration design documents, and;
2. Documentation of custom code.

9.6 Technical Build

RPOSD expects that the selected Contractor is responsible for leading technical build activities for integrations into the New GMS. The following technical activities are expected to be completed by the selected Contractor and should be included in the technical implementation approach:

- Ability to integrate with third party applications, and;
- Processes to create export data files from the proposed New GMS.

Technical build deliverables:

1. Complete inventory of integrations;
2. Technical design documents, including integration design documentation, and;
3. Final application architecture diagrams.

9.7 Data Conversion and Migration

The implementation of a New GMS will require the conversion of all existing data and documents from RPOSD's Legacy GMS. RPOSD resources will be primarily responsible for extracting data from the Legacy GMS, but RPOSD expects the selected Contractor to:

- Complete data mapping of legacy data to the New GMS;
- Develop and manage a data cleansing strategy and plan;
- Develop and manage a data conversion plan;
- Advise and assist with the data extraction from the Legacy GMS;
- Develop and manage processes, tools, and templates to transform and load extracted data into the New GMS;
- Perform mock runs throughout various testing phases and final data conversion at go-live, and;
- Develop and manage testing of conversion procedures in preparation for go-live.

Data conversion deliverables:

1. Data conversion strategy and plan;
2. Final data mapping, and;
3. Conversion process design documents.

9.8 Testing

RPOSD expects that the New GMS will be systematically tested prior to deployment. The selected Contractor will be responsible for conducting testing services and developing a testing strategy and plan that helps ensure the quality of the deployed system. The testing strategy and plan will address the approach for the end-to-end implementation including script development, test script execution, remediation activities (i.e., defect break-fix), and retesting of failed test scripts. The selected Contractor will be responsible for executing, documenting the results of, and sign off on all testing activities. RPOSD may, at its discretion, test management tools suggested by the selected Contractor as a part of the proposed testing approach. Costs associated with an RPOSD testing tool should be included in the applicable deliverable costs. As part of the New GMS implementation RPOSD expects the selected Contractor to complete the following test cycles:

- Smoke testing post environment creation and / or each build;

- Unit testing;
- Integration testing;
- End-to-end testing, and;
- User acceptance testing (UAT).

Testing deliverables:

1. Test strategy and plan;
2. Unit, integration, and end-to-end test cases;
3. User acceptance test cases, and;
4. Test summary report (to be completed after each test cycle).

9.9 Organizational Change Management and Training (OCMT)

As stated in **Section 1. Scope of Work**, RPOSD is looking to not only deploy a New GMS but transform RPOSD's grants management processes. To achieve these changes, RPOSD anticipates that a comprehensive approach to Organizational Change and Management and Training (OCMT) will occur throughout the project lifecycle. The selected Contractor will lead OCMT services throughout the New GMS deployment, by assisting RPOSD in implementing industry leading business practices, operational efficiencies, and align with the overall objectives of this project. Selected Contractor must provide, for RPOSD's approval, a training plan to achieve the overall objectives. The training plan must provide the selected Contractor to complete training activities for both internal and external users, prior to the New GMS deployment. As part of the OCMT approach, RPOSD at a minimum expects the selected Contractor to:

- Confirm current state business processes;
- Identify opportunities for improvement within current business processes;
- Identify key performance indicators (KPIs) to monitor business transformation objectives post go-live;
- Develop future state business processes;
- Develop a communication plan and communication materials for key implementation activities;
- Assist RPOSD in distributing communications (as needed);
- Assist RPOSD in implementing the future state business processes;
- Draft a training plan that includes training for internal and external stakeholders;
- Create training materials for internal and external stakeholders;
- Lead a minimum of two (2) end-user training sessions for internal users (current internal user base of 25);

- Conduct and record one (1) webinar for external users (current external user base of approximately 300 park agencies), and;
- Track business transformation KPIs in current state.

Organizational change management deliverables:

1. Validated future state business process flows;
2. Business process improvement report including KPIs;
3. Training plan;
4. Training materials / New GMS user guides, and;
5. Completion of training delivery.

9.10 Deployment and Cutover

Upon the completion of all other implementation services, the selected Contractor will request RPOSD approval to begin the transition to the new production environment. The selected Contractor will plan for and execute necessary deployment activities as detailed in the deployment / cutover plan. Authority to approve the deployment / cutover plan will rest solely with RPOSD who will work with the selected Contractor to determine that established deployment criteria have been met. As part of deployment services, it is expected that the selected Contractor will:

- Develop a detailed deployment / cutover plan;
- Draft a checklist of deployment criteria and facilitate approval with New GMS stakeholders;
- Load final conversion production data;
- Coordinate and perform deployment / cutover activities, and;
- Monitor and report on business transformation KPIs.

Deployment deliverables:

1. Deployment / cutover plan, and;
2. Deployment criteria checklist.

9.11 Acceptance and Warranty Period

RPOSD requests that the selected Contractor provides a system acceptance and warranty period of three (3) months immediately following the New GMS deployment. During this time, the selected Contractor is expected to promptly resolve system defects that are linked to the original scope of the implementation or the selected Contractor's New GMS software. The selected Contractor should describe its approach to providing RPOSD with acceptance and warranty period services, and its methodology for resolving identified issues. However,

during the acceptance and warranty period, the selected Contractor is expected to maintain a log of all identified defects, including RPOSD accepted workarounds. At the conclusion of the warranty period, the selected Contractor will provide RPOSD with a final report that includes a summary of deployment and warranty period activities, including a final log of all defects (including disposition / resolution plan) that will be transitioned to maintenance and support services. RPOSD's approval of this final report will serve as acceptance of the implementation services and the commencement of the maintenance and support services.

Warranty period deliverables:

1. Final report as detailed above.

9.12 Proposed Implementation Schedule/Timeline

Selected Contractor should provide RPOSD with a draft high-level schedule/timeline of the implementation services specified in this SOW. It should include estimated delivery points of requested deliverables and estimated completion dates for significant project milestones and / or quality gates (e.g., completion of UAT). Special consideration should be given to RPOSD resource availability, who may not be fully committed to the project with the exception for the RPOSD Project Manager. The final schedule shall be submitted to RPOSD for approval no later than contract execution. The final schedule will be adopted during project initiation as the project control document and detailed workplan is approved.

9.13 Maintenance and Support (M&S) Services

Selected Contractor will provide RPOSD with the New GMS maintenance and support (M&S) services following successful completion (i.e., acceptance) of all implementation services. M&S services shall help ensure that the New GMS is kept up to date with software releases, prompt resolution of system issues, and that system enhancements are addressed. During this time, the selected Contractor will also be responsible for addressing the remaining backlog of defects documented during the acceptance and warranty period. Selected Contractors shall provide a maintenance and system support services plan that, at a minimum, includes the following:

9.13.1 System Support Services

Selected Contractors should document their approach to providing the New GMS support services to RPOSD which should include details for how the selected Contractor will:

- Identify and leverage a ticketing solution to track maintenance tickets;
- Manage and resolve support tickets submitted from the New GMS users;
- Deploy maintenance, security, and other required patches and system upgrades;

- Resolve and deploy system issue and defect fixes;
- Provide enhancement support services not included in the original pricing structure;
- Plan for and implement periodic (i.e., six months or annually) system updates, and;
- Complete any remaining knowledge transfer activities to RPOSD specified support resources.

System support services deliverable:

1. Monthly support service report to include at minimum the number of tickets opened, resolved and outstanding, and software release updates (as needed).

9.14 Service Level Agreement

Selected Contractor shall provide RPOSD with a draft service level agreement that includes, at a minimum:

- Support response times;
- Support escalation points of contact;
- Data security and confidentiality policies;
- Scheduled downtime notification requirements;
- Data backup strategy;
- Disaster recovery plan, and;
- Software license cost increase policy and notifications.

10.0 GREEN INITIATIVES

- 10.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 10.2 Contractor shall notify RPOSD’s Project Manager of Contractor’s new green initiatives prior to the contract commencement.

11.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) chart, Attachment 2 of this Exhibit A, listing required services that will be monitored by RPOSD during the term of this Contract is an important monitoring tool for RPOSD.

All listings of services used in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case

of apparent inconsistency between services as stated in the Contract and the SOW and the PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in the PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

DATES: _____

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Section 8.4 – Complaints	Within ten (10) business days after the Contract effective date, the Contractor must provide RPOSD with the Contractor’s procedures for receiving, investigating, and responding to user complaints.	Inspection and Observation	\$50 per day until the requirement is met.
Contract: Section 8.23 – General Provisions for all Insurance Coverage	Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in paragraphs 8.23 and 8.24 of this Contract.	Inspection and Observation	\$100 per day until the requirement is met.
Contract: Sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.37	Inspection of files	\$100 per occurrence
Contract: Sub-paragraph 8.39 - Subcontracting	Contractor shall obtain County’s written approval prior to subcontracting any work.	Inspection and Observation	\$500 per occurrence; possible termination for default of contract
SOW: Sub-paragraph 4.1 - Monthly Meetings	Contractor’s representative to attend monthly meeting.	Attendance	\$50 per occurrence

Note: The above performance requirements summary is in addition to, and not a replacement of the terms and conditions specific in the contract.

Count	Functional, Technical, or Contractor	RPOSD Business Function	RPOSD GMS Requirement	Req. Priority	Vendor Response (Fit or Gap)	Vendor Comments and/or Implementation Details
1	Contractor	Security	The contractor must implement a comprehensive security incident management process that includes immediate notification to RPOSD within 24 hours for any actual or suspected cyber-attacks or security breaches. This process must include detailed incident reports, root cause analysis, and corrective actions to prevent future incidents.	Required		
2	Contractor	System Maintenance and Support	The contractor must provide a robust issue and bug tracking system that logs and tracks all system issues and bugs from identification to resolution. This system should prioritize issues based on severity, assign tasks to appropriate personnel, and provide real-time status updates to RPOSD. It should also generate regular reports on issue resolution performance.	Optional		
3	Contractor	System Maintenance and Support	The contractor must be able to monitor networks to notify customers of any issues that may impact availability / latency issues through load balancing across all instances, monitoring the specific performance of each instance on a 24 / 7 basis, and taking proactive measures in the data center to ensure optimal performance of each instance.	Required		
4	Contractor	Training and User Support	The contractor must provide a comprehensive support system that includes a user-friendly ticketing system for users to submit, track, and manage support requests. The support system should include automated ticket assignment, escalation procedures, and detailed reporting on support ticket resolution metrics.	Required		
5	Contractor	Training and User Support	The system must include a feedback mechanism for users to report issues, suggest improvements, and provide general feedback, with responses tracked.	Optional		
6	Functional	Awarding	The system must allow grantor users to seamlessly convert a selected application into an award, with all relevant details automatically populated. This functionality should include audit trails to track changes and ensure compliance.	Required		
7	Functional	Awarding	The system must be able to support the grantor users to configure grant start / end dates of a grant upon award for edits / updates.	Required		
8	Functional	Awarding	The system must provide security controls that are able to restrict grantor users for appropriate segregation of duties e.g. grant application cannot be reviewed and approved by the same user.	Required		
9	Functional	Contract Management	The system must allow grantors to add new contract lines to a grant contract, manage contract amendments, and support contract amendment workflow.	Required		
10	Functional	Contract Management	The system must allow both grantor and grantee users to upload contract documents into the system and link them to a specific grant activity.	Required		

11	Functional	Contract Management	The system must support esignature functionality for grant documents.	Required		
12	Functional	Contract Management	The system must support granular role-based access control (RBAC) to ensure that users have appropriate permissions based on their roles, with the ability to easily manage and audit access rights.	Required		
13	Functional	Evaluations	The system must support the ability to configure scoring fields and reviewer only fields for specific grantor users to allow for certain users to be scorers and certain users to be just reviewers for grant applications.	Required		
14	Functional	Evaluations	The system must support scoring of applications through multiple rounds of review to assist in the resolution of any ties in the application process.	Required		
15	Functional	Evaluations	The system must support configuration of scoring criteria to be used for applications.	Required		
16	Functional	Evaluations	The system must support creation of application scoring summaries and reviewer feedback through multiple formats, including on screen and formal reports.	Required		
17	Functional	Evaluations	The system must track grantor and grantee correspondence during the application review process.	Required		
18	Functional	Evaluations	The system must provide functionality to track and evaluate grantee performance over time across all grants, including key performance indicators (KPIs) and historical performance data.	Required		
19	Functional	Evaluations	The system must be designed to integrate with AI plug-ins, ensuring future-proof capabilities for the next 5-10 years. This functionality should enable RPOSD to ask specific, natural language questions of the dataset. The AI integration should support advanced data analysis, predictive analytics, and automated insights to enhance decision-making and operational efficiency.	Optional		
20	Functional	Funding Allocations	The system must support customizable workflows to accommodate the unique needs and processes of different grant programs, including the ability to create, modify, and manage workflows without requiring IT support.	Required		
21	Functional	Funding Allocations	The system must support both annual and multi-year funding allocation processes that allows for both expenditures and budgets to carry-over from prior funding years / periods.	Required		
22	Functional	Funding Allocations	The system must support grantors allocating one funding source to multiple grants / projects and tracking of funds at the grant / project level of detail.	Required		
23	Functional	Funding Sources / Balances	The system must have the ability to setup grants establishing the grantor users for that grant, leveraging / creating award templates, and supporting a robust grant account structure for multiple awards / projects / activities within each grant.	Required		

24	Functional	Funding Sources / Balances	The system must allow users to make adjustments to project budgets within a grant as needed with appropriate workflow and permissions.	Required		
25	Functional	Funding Sources / Balances	The system must have the ability to manage multi-year grant budgets that may be saved and stored for future use and analysis.	Required		
26	Functional	Funding Sources / Balances	The system must be able to generate grant budgets from application budgets once an application is selected for award.	Required		
27	Functional	Funding Sources / Balances	The system must have the ability to track and manage allocation amounts for reimbursement requests (including amounts that may cross a fiscal year) and applicable controls, such as budget stops and limits per business rules to facilitate the accrual process.	Required		
28	Functional	Funding Sources / Balances	The system must be able to track funding balances at a grant, grant project, and grantee level.	Required		
29	Functional	Funding Sources / Balances	The system must allow grantees to set-up a pre-award budget as part of the application process.	Required		
30	Functional	Funding Sources / Balances	The system must support different types of grants, for example grants in-perpetuity (formula grants) and competitive grants.	Required		
31	Functional	Grant Application	The system must allow a grantor user to view or test newly created applications the same way that grantee users will experience the application prior to releasing the application.	Optional		
32	Functional	Grant Application	The system must auto populate grantee application information based on grantee information saved in the system.	Required		
33	Functional	Grant Application	The system must allow grantor users to configure grant application templates that can be reused for new grants.	Required		
34	Functional	Grant Application	The system must allow grantees to track the status for the funding opportunities that they have applied for.	Required		
35	Functional	Grant Application	The system must allow grantees to search for grant funding opportunities that are published by the grantor.	Required		
36	Functional	Grant Application	The system must allow grantee users to edit or withdraw applications that have been submitted prior to the application deadline.	Required		
37	Functional	Notifications	The system must have ability to inform applicants when they have successfully applied for a funding opportunity and notify grantors that a grantee has applied to a funding opportunity.	Required		
38	Functional	Notifications	The system must support the ability to provide a grant award notification to a pre-defined group of grantor users (e.g., grant officer, grant fiscal user).	Required		

39	Functional	Notifications	The system must have the ability to stop notifications to grantees that are released from evaluation consideration for an award.	Required		
40	Functional	Notifications	The system must support configurable automated notifications and alerts for key events, such as application deadlines, milestone achievements, and compliance requirements, to keep all stakeholders informed.	Required		
41	Functional	Notifications	The system must allow grantor and grantee users the ability to configure automatic notification alerts for grant transactions / activities that occur at selected intervals such as daily or weekly.	Required		
42	Functional	Notifications	The system must allow the creation of communication templates that could be used for grantor and grantee users.	Required		
43	Functional	Notifications	The system must have the ability to send notifications to registered grantee users about funding opportunities that are active/inactive/upcoming.	Required		
44	Functional	Notifications	The system must support workflow notifications to both grantee and grantor users.	Required		
45	Functional	Project Management	The system must support document version control, allowing users to track changes, manage versions, and revert to previous versions if necessary.	Required		
46	Functional	Project Management	The system must allow users to drill down into grant activities / transactions from their dashboard. This includes attaching documents as necessary.	Required		
47	Functional	Project Management	The system must allow users to complete grant activities / transactions from their dashboard.	Required		
48	Functional	Project Management	The system must support the use of configurable checklists (e.g., checklist to close a grant, start of grant application, or reimbursement requests)	Required		
49	Functional	Project Management	The system must allow users to set up projects and milestone events within different grant programs.	Required		
50	Functional	Project Management	The system must have the ability to automate checklist completion with grantor users confirming final status to help provide an efficient close out of an Award / Project / Activity by role and/or user.	Required		
51	Functional	Project Management	The system must provide the functionality for users to add comments and annotations within a grant for tracking / internal purposes.	Required		
52	Functional	Project Management	The system must allow grantees to make corrections to payment requests, amendments, status reports and applications prior to final submission or approval.	Required		

53	Functional	Project Management	The system must provide the ability for users to utilize reports & dashboards to review and track projects, tasks, and milestones.	Required		
54	Functional	Project Management	The system must provide the ability for the grantor to view on dashboard the total grant dollars allocated, remaining balances for each grant funded, and remaining balances to allocate.	Required		
55	Functional	Project Management	The system must support the ability for grantor users to create forms that grantees can download or populate in the system and then print.	Required		
56	Functional	Project Management	The system must support the ability to group grantees into subgroups that role up into one larger entity, e.g., City of Los Angeles has 43 study areas that role up underneath it.	Required		
57	Functional	Project Management	The system must allow users to see a preview of a populated form prior to submission and/or printing.	Required		
58	Functional	Project Management	The system must support parent/child relationships for projects within a grant.	Required		
59	Functional	Project Management	The system must allow users to bookmark pages for easier access or support configurable dashboards and home screens to enable quicker navigation.	Required		
60	Functional	Project Management	Authorized grantor users must have the ability to review and if necessary delete documents uploaded by grantee users with notifications provided to the impacted grantee. This feature must be supported by an audit trail.	Required		
61	Functional	Project Management	The system must have the ability to re-route workflow assignments based on availability, provide escalation paths based on user-defined criteria (e.g., minimum period of no response), provide event-driven notifications by e-mail, provide event-driven notifications in a user's view of the solution, allow configurable notifications, and attach relevant documents to the workflow process.	Required		
62	Functional	Project Management	The system must allow users with appropriate permissions the ability to assign tasks to other users.	Required		
63	Functional	Project Management	Discussion of customization effort required to meet requirements not satisfied by the out-of-the-box product.	Required		
64	Functional	Reimbursements/Advances	The system must allow grantees to create and submit reimbursement requests.	Required		
65	Functional	Reimbursements/Advances	The system must prevent grantors from submitting reimbursement requests when they are not in good standing.	Required		
66	Functional	Reports	The system must provide a comprehensive financial report that details the status of grant applications by phase, summing the grant amount for applications in progress, by grantee, study area, and type. The report should provide real-time updates, allow for customization and filtering, and include drill-down functionality for detailed information. Additionally, it must generate automated summary reports at predefined intervals and support export in multiple formats.	Required		

67	Functional	Reports	The system must provide an "age of funding" metric that tracks the time elapsed from when grant funds become available to when they are utilized. This metric should be available for each study area and summed by grantee, highlighting funds that have remained unused for extended periods. The report should include real-time updates, allow for filtering and customization, and support export in multiple formats.	Required		
68	Functional	Reports	The Contractor is to provide example reports generated by the system.	Required		
69	Functional	Reports	The system must support the ability for external users to run and download reports for their grantee organization (current/past grants, annual allocations).	Required		
70	Functional	Reports	The system must have the ability to track agency grantee user activities and report on last activity date for the users.	Required		
71	Functional	Reports	The system must have the capability to allow users to create ad-hoc reports and dashboards to track various elements of a grant.	Required		
72	Functional	Reports	The system must have the ability to create scheduled batch reports and distribute them to users.	Required		
73	Functional	Reports	The system must allow users with the appropriate user role to share new custom reports with other users.	Optional		
74	Functional	Reports	The system must be able to perform analytical trending and recognize data patterns, generate variance analysis reports and support predictive modeling.	Optional		
75	Functional	Reports	The system must allow users to export reports to various file formats, including .pdf, .xlsx, and .csv.	Required		
76	Functional	Reports	The Contractor is to supply representative architecture of the final New GMS including: Details of ActiveDirectory integration with multi-factor support; and, Capabilities of any available API to (a) pull data out of solution for use in RPOSD's data warehouse project and (b) drive the solution workflow.	Required		
77	Functional	Reports	The Contractor is to provide sample QA test plans and test reports.	Required		
78	Functional	Reports	The Contractor is to provide example project management techniques used to ensure a correct on-schedule delivery (e.g., Grant chart, status reports, etc., anonymized are acceptable). The example project plan must show timelines, artifacts and expectations on key delivery phases (requirements, development, QA).	Required		

79	Functional	Reports	The system must support the creation of reports based on user defined hashtags. For example, using a hashtag such as "#playgrounds," RPOSD can generate a report detailing the total investment RPOSD has made in playground replacements in South Los Angeles between 2020 and 2024. This functionality should allow users to tag and query grants and activities, enabling quick and precise reporting based on specific criteria and keywords.	Required		
80	Functional	Security	The system must maintain comprehensive audit trails for all user actions and system transactions to ensure transparency, accountability, and ease of reference.	Required		
81	Functional	Security	The system must allow grantors to assign a status to grantees and this status should be configurable to restrict grantee activity in the system.	Required		
82	Functional	Security	The system has the ability to apply security restrictions to restrict data elements on system pages and system reports to authorized users (e.g., grantee user cannot view grant data for grants they are not assigned to manage).	Required		
83	Functional	Security	The system must allow for an RPOSD administrator with authorized role(s) to maintain users (e.g., modify / delete) and to setup automated user maintenance "jobs" (e.g., purging of inactive users).	Required		
84	Functional	Training and User Support	The system must support the use of a training information page or "How to section to help users navigate the system.	Required		
85	Functional	Training and User Support	The system must support a glossary of terms.	Required		
86	Technical	Grant Application	The system must support search and filter functionality that allows grantor and grantee staff to conduct advanced searches when looking for grants, such as wildcard searches, etc.	Required		
87	Technical	Interfacing	The system must be designed with a focus on simplicity and intuitiveness, providing a seamless user experience for both grantor and grantee users, incorporating best practices in user interfacing design.	Required		
88	Technical	Interfacing	The system must integrate / interface with the County's financial system, eCAPs (CGI Advantage ERP).	Required		
89	Technical	Interfacing	The system must have analytical reporting features or have ability to connect / interface / integrate with a third party analytical application.	Optional		

90	Technical	Interfacing	The system must provide advanced reporting and analytics capabilities, including customiazable dashboards and real-time data visualization using Tableau, to support strategic decision-making.	Required		
91	Technical	Interfacing	The system must support API-based data integration capabilities, and allow downloading data for use in another reporting tool (e.g., PowerBI).	Required		
92	Technical	Interfacing	The system must support document formats for upload including .pdf, .docx, .xlsx, .csv, .png, and .jpg.	Required		
93	Technical	Interfacing	The system must support document formats for downloading as .pdf, and Excel/CSV	Required		
94	Technical	Interfacing	The system must support linking grants project information to the LA Parks Portal (an Esri application).	Required		
95	Technical	Interfacing	The system must allow for grantees to specify the location of grant scope by using "what3words" location and/or draw polygons on a map. This information and association data must be able to be utilized by RPOSD required by Park Investment Viewer and LA Parks Portal.	Optional		
96	Technical	Project Management	The system must allow authorized users to access historical data based on their current user permissions.	Required		
97	Technical	Security	The system must have the ability to automatically lock user accounts after a configured number of unsuccessful login attempts.	Required		
98	Technical	Security	The system must support user password reset through self service functionality.	Required		
99	Technical	Security	The system must automatically log a user out after a period of inactivity (timeout) that does not impact any background jobs (processes) that may have been launched by the user if the system automatically ends the inactive user's session.	Optional		
100	Technical	Security	The system must support the ability to secure data by field and by group (e.g., grant officers can see all the data for the grants / grantees they manage, RPOSD executives can see data for all grantees).	Required		
101	Technical	Security	The system must authenticate internal users against County Azure Active Directory.	Required		
102	Technical	Security	The system much manage non-RPOSD users account credentials itself.	Required		
103	Technical	Security	The system must support administrator user functionality to assign configured user profiles to different types of users.	Required		

104	Technical	Security	The system must support functionality for a grantee user to submit a request to create a new grantee user and have that request managed through system workflow.	Required		
105	Technical	Security	The Contractor to provide the Primary workflow explanation, and include documentation (e.g., swim-lane flow) for primary workflows, and screenshots of primary screens.	Required		
106	Technical	System Maintenance and Support	The system must be on infrastructure supported by a comprehensive disaster recovery plan.	Required		
107	Technical	System Maintenance and Support	The system must support periodic SaaS upgrades and ability to implement enhancements at the discretion of RPOSD.	Required		
108	Technical	System Maintenance and Support	They system should have a 99% or greater uptime, outside of scheduled downtime (i.e., maintenance windows).	Required		
109	Technical	System Maintenance and Support	The system must support data validation on entry through spell and format checks on any editable field, against RPOSD determined validation rules.	Required		
110	Technical	System Maintenance and Support	The system must be Americans with Disabilities Act (ADA) compliant.	Required		
111	Technical	System Maintenance and Support	The system must allow users with the correct user permission to submit report change requests and have the request managed through an internal workflow.	Optional		
112	Technical	Training and User Support	Contractor must provide RPOSD with a training environment for internal and external users.	Optional		
113	Technical	Training and User Support	The system must support functionality to embed Standard Operating Procedures (SOPs), training guides and policies within the system that can be accessed by users.	Required		

PRICING SCHEDULE

NOT ATTACHED TO CONTRACT

CONTRACTOR'S PROPOSED SCHEDULE

NOT ATTACHED TO CONTRACT

RPOSD'S ADMINISTRATION

CONTRACT NO. Click or tap here to enter text.

DEPARTMENT'S PROJECT DIRECTOR:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

DEPARTMENT'S PROJECT MANAGER:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

DEPARTMENT'S PROJECT MONITOR:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Click or tap here to enter text.

CONTRACT NO. Click or tap here to enter text.

CONTRACTOR'S PROJECT MANAGER:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

NOTICES TO CONTRACTOR:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

IT CONTRACTS

F2-IT CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND
COPYRIGHT ASSIGNMENT AGREEMENT

F3-IT CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND
COPYRIGHT ASSIGNMENT AGREEMENT

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name: Click or tap here to enter text. Contract No Click or tap here to enter text.

Employee Name: Click or tap here to enter text.

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation will result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom will be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County will have the right to register all copyrights in the name of the County of Los Angeles and will have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: _____ DATE: [Click or tap here to enter text.](#)

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

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

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name: Click or tap here to enter text. Contract No Click or tap here to enter text.

Non-Employee Name: Click or tap here to enter text.

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation will result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing. I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom will be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County will have the right to register all copyrights in the name of the County of Los Angeles and will have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: _____ DATE: [Click or tap here to enter text.](#)

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

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

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

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



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

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

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

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

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

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



BabySafeLA.org

No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

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

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

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

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

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

Do you need to call ahead before surrendering a baby?

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

What information needs to be provided?

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

How can a parent get a baby back?

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

If you're unsure of what to do:

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

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

FORMS REQUIRED AT COMPLETION OF THE CONTRACTS INVOLVING INTELLECTUAL PROPERTY DEVELOPED/DESIGNED BY CONTRACTOR. THE INTELLECTUAL PROPERTY DEVELOPED/DESIGNED BECOMES PROPERTY OF THE COUNTY AFTER CREATION OR AT THE END OF THE CONTRACT TERM.

H1 CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

H2 NOTARY STATEMENT FOR ASSIGNMENT AND TRANSFER OF COPYRIGHT

CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, [Click or tap here to enter text.](#), a [Click or tap here to enter text.](#)

, ("Grantor") does hereby assign, grant, convey and transfer to the County of Los Angeles, Regional Park and Open Space District ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating or relating to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment will include, but is not limited to, all prior choices-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

Grantor and Grantee have entered into County of Los Angeles Agreement Number [Click or tap here to enter text.](#) for [Click or tap here to enter text.](#), dated [Click or tap here to enter text.](#), as amended by Amendment Number [Click or tap here to enter text.](#), dated [Click or tap here to enter text.](#)

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

Grantor's Signature

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

Date

Grantor's Printed Name: [Click or tap here to enter text.](#)

Grantor's Position: [Click or tap here to enter text.](#)

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On Click or tap here to enter text., 20 Click or tap here to enter text., before me, the undersigned, a Notary Public in and for the State of California, personally appeared Click or tap here to enter text., personally known to me or proved to me on the basis of satisfactory evidence to be the Click or tap here to enter text. of Click or tap here to enter text., the corporation that executed the within Assignment and Transfer of Copyright, and further acknowledged to me that such corporation executed the within Assignment and Transfer of Copyright pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Click or tap here to enter text.

NOTARY PUBLIC

INTENTIONALLY OMITTED



CHARITABLE CONTRIBUTIONS CERTIFICATION

Click or tap here to enter text.

Company Name

Click or tap here to enter text.

Address

Click or tap here to enter text.

Internal Revenue Service Employer Identification Number

Click or tap here to enter text.

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Bidder engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature: _____ Date: Click or tap here to enter text.

Printed Name: Click or tap here to enter text. Title: Click or tap here to enter text.

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

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

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

1. DEFINITIONS

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

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

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

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.
Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.
The Contractor shall exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.
The Contractor's Information Security Program shall:

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

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

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

The Contractor's Privacy Program shall include:

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

3. **PROPERTY RIGHTS TO COUNTY INFORMATION**

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

a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

4. **CONTRACTOR'S USE OF COUNTY INFORMATION**

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

5. **SHARING COUNTY INFORMATION AND DATA**

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

6. **CONFIDENTIALITY**

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

a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.

- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

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

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

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

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

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

- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

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

8. SUBCONTRACTORS AND THIRD PARTIES

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

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

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

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

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

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

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

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

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

11. **PHYSICAL AND ENVIRONMENTAL SECURITY**

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

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

12. **OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY**

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

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

13. ACCESS CONTROL

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

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

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

14. SECURITY AND PRIVACY INCIDENTS

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

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

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Jeff Aguilar
Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5600

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 351-5363

Departmental Information Security Officer:

Ken Ta
Dpt. Information Security Officer
1000 S. Fremont Ave. Unit #40
Alhambra, CA 91803
(626) 588-5020

Ken Ngoy (ADISO)
Assistant Dpt. Information Security
Officer
1000 S. Fremont Ave. Unit #40
Alhambra, CA 91803
(626) 588-5011

- b. Include the following Information in all notices:

- i. The date and time of discovery of the Incident,
- ii. The approximate date and time of the Incident,
- iii. A description of the type of County Information involved in the reported Incident, and
- iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.

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

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

15. **NON-EXCLUSIVE EQUITABLE REMEDY**

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

16. **AUDIT AND INSPECTION**

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

The Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor shall provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor shall promptly provide the County with copies of the same

upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section shall be provided at no additional charge to the County.

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

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

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

17. CYBER LIABILITY INSURANCE

Contractor shall secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Contract prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least \$ 2 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber

liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

18. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

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

ADDENDUM A: SOFTWARE AS A SERVICE (SaaS)

- License:** Subject to the terms and conditions set forth in this Contract, including payment of the license fees by to the Contractor, the Contractor hereby grants to County a non-exclusive, non-transferable worldwide County license to use the SaaS, as well as any documentation and training materials, during the term of this Contract to enable the County to use the full benefits of the SaaS and achieve the purposes stated herein.
- Business Continuity:** In the event that the Contractor's infrastructure containing or processing County Information becomes lost, altered, damaged, interrupted, destroyed, or otherwise limited in functionality in a way that affects the County's use of the SaaS, The Contractor shall immediately and within twenty- four (24) hours implement the Contractor's Business Continuity

Plan, consistent with Section 12 OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY, such that the Contractor can continue to provide full functionality of the SaaS as described in the Contract.

The Contractor will indemnify the County for any claims, losses, or damages arising out of the County's inability to use the SaaS consistent with the Contract and Section 18 PRIVACY AND SECURITY INDEMNIFICATION.

The Contractor shall include in its Business Continuity Plan service offering, a means for segmenting and distributing IT infrastructure, disaster recovery and mirrored critical system, among any other measures reasonably necessary to ensure business continuity and provision of the SaaS.

In the event that the SaaS is interrupted, the County Information may be accessed and retrieved within two (2) hours at any point in time. To the extent the Contractor hosts County Information related to the SaaS, the Contractor shall create daily backups of all County Information related to the County's use of the SaaS in a segmented or off-site "hardened" environment in a manner that ensures backups are secure consistent with cybersecurity requirements described in this Contract and available when needed.

- c. **Enhancements:** Upgrades, replacements and new versions: The Contractor agrees to provide to County, at no cost, prior to, and during installation and implementation of the SaaS any software/firmware enhancements, upgrades, and replacements which the Contractor initiates or generates that are within the scope of the SaaS and that are made available at no charge to the Contractor's other customers.

During the term of this Contract, the Contractor shall promptly notify the County of any available updates, enhancements or newer versions of the SaaS and within thirty (30) Days update or provide the new version to the County. The Contractor shall provide any accompanying documentation in the form of new or revised documentation necessary to enable the County to understand and use the enhanced, updated, or replaced SaaS.

During the Contract term, the Contractor shall not delete or disable a feature or functionality of the SaaS unless the Contractor provides sixty (60) Days advance notice and the County provides written consent to delete or disable the feature or functionality. Should there be a replacement feature or functionality, the County shall have the sole discretion whether to accept such replacement. The replacement shall be at no additional cost to the County. If the Contractor fails to abide by the obligations in this section, the County reserves the right to terminate the Contract for material breach and receive a pro-rated refund.

- d. **Location of County Information:** The Contractor warrants and represents that it shall store and process County Information only in the continental United States and that at no time will County Data traverse the borders of the continental United States in an unencrypted manner.
- e. **Audit and Certification:** The Contractor agrees to conduct an annual System and Organization Controls (SOC 2 type II) audit or equivalent (i.e. The International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) 27001:2013 certification audit or Health Information Trust Alliance (HITRUST) Common Security Framework certification audit) of its internal controls for security, availability, integrity, confidentiality, and privacy. The Contractor shall have a process for correcting control deficiencies that have been identified in the audit, including follow up documentation providing evidence of such corrections. The results of the audit and the Contractor's plan for addressing or resolving the audit findings shall be shared with County's Chief Information Security Officer within ten (10) business days of the Contractor's receipt of the audit results. The Contractor agrees to provide County with the current audit certifications upon request.

- f. **Services Provided by a Subcontractor:** Prior to the use of any Subcontractor for the SaaS under this Contract, the Contractor shall notify County of the proposed subcontractor(s) and the purposes for which they may be engaged at least thirty (30) Days prior to engaging the Subcontractor and obtain written consent of the County's Contract Administrator.
- g. **Information Import Requirements at Termination:** Within one (1) Day of notification of termination of this Contract, the Contractor shall provide County with a complete, portable, and secure copy of all County Information, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in a format to be determined by County upon termination.
- h. **Termination Assistance Services:** During the ninety (90) Day period prior to, and/or following the expiration or termination of this Contract, in whole or in part, the Contractor agrees to provide reasonable termination assistance services at no additional cost to County, which may include:
 - i. Developing a plan for the orderly transition of the terminated or expired SaaS from the Contractor to a successor;
 - ii. Providing reasonable training to County staff or a successor in the performance of the SaaS being performed by the Contractor;
 - iii. Using its best efforts to assist and make available to the County any third-party services then being used by the Contractor in connection with the SaaS; and
 - iv. Such other activities upon which the Parties may reasonably agree.

ADDENDUM B: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS

Notwithstanding any other provisions in this Contract, the Contractor shall ensure the following provisions and security controls are established for any and all Systems or Hardware provided under this contract.

- a. **Inventory:** The Contractor must actively manage, including through inventory, tracking, loss prevention, replacement, updating, and correcting, all hardware devices covered under this Contract. The Contractor must be able to provide such management records to the County at inception of the contract and upon request.
- b. **Access Control:** The Contractor agrees to manage access to all Systems or Hardware covered under this contract. This includes industry-standard management of administrative privileges including, but not limited to, maintaining an inventory of administrative privileges, changing default passwords, use of unique passwords for each individual accessing Systems or Hardware under this Contract, and minimizing the number of individuals with administrative privileges to those strictly necessary. Prior to effective date of this Contract, the Contractor must document their access control plan for Systems or Hardware covered under this Contract and provide such plan to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) for review and approval. The Contractor must modify and/or implement such plan as directed by the DISO and CISO.
- c. **Operating System and Equipment Hygiene:** The Contractor agrees to ensure that Systems or Hardware will be kept up to date, using only the most recent and supported operating systems, applications, and programs, including any patching or other solutions for vulnerabilities, within ninety (90) Days of the release of such updates, upgrades, or patches. The Contractor agrees to ensure that the operating system is configured to eliminate any unnecessary applications, services and programs. If for some reason the Contractor cannot

do so within ninety (90) Days, the Contractor must provide a Risk assessment to the County's Chief Information Security Officer (CISO).

- d. **Vulnerability Management:** The Contractor agrees to continuously acquire, assess, and take action to identify and remediate vulnerabilities within the Systems and Hardware covered under this Contract. If such vulnerabilities cannot be addressed, The Contractor must provide a Risk assessment to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO). The County's CISO must approve the Risk acceptance and the Contractor accepts liability for Risks that result to the County for exploitation of any un-remediated vulnerabilities.
- e. **Media Encryption:** Throughout the duration of this Contract, the Contractor will encrypt all workstations, portable devices (e.g., mobile, wearables, tablets,) and removable media (e.g., portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) associated with Systems and Hardware provided under this Contract in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise required or approved by the County's Chief Information Security Officer (CISO).
- f. **Malware Protection:** The Contractor will provide and maintain industry-standard endpoint antivirus and antimalware protection on all Systems and Hardware as approved or required by the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) to ensure provided hardware is free, and remains free of malware. The Contractor agrees to provide the County documentation proving malware protection status upon request.

APPENDIX B - REQUIRED FORMS

Exhibits

- 1) Organization Questionnaire/Affidavit
- 2) Certification of Compliance
- 3) Request for Preference Consideration
- 4) Debarment History and List of Terminated Contracts
- 5) Community Business Enterprise (CBE) Information (Excel Worksheet)
- 6) Minimum Mandatory Requirements
- 7) List of Public Entities
- 8) List of References
- 9) Contribution and Agent Declaration Form
- 10) Pricing Schedule (Excel Worksheet)
- 11) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)
- 12) Declaration

REQUIRED FORMS – EXHIBIT 1
ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Proposer Name: Click or tap here to enter text.	County Webven Number: Click or tap here to enter text.
Address: Click or tap here to enter text.	
Telephone Number: Click or tap here to enter text.	Email: Click or tap here to enter text.
Internal Revenue Service Employer Identification Number: Click or tap here to enter text.	California Business License Number: Click or tap here to enter text.

1	<p>Select the option that best defines your firm's business structure:</p> <p><input type="checkbox"/> Corporation</p> <p><input type="checkbox"/> Limited Liability Company (LLC)</p> <p><input type="checkbox"/> Limited Partnership</p> <p><input type="checkbox"/> Sole Proprietorship</p> <p><input type="checkbox"/> Non-Profit</p> <p><input type="checkbox"/> Franchise</p> <p><input type="checkbox"/> Other (Specify)</p>	<p>If Corporation or Limited Liability Company (LLC): Legal Name (as stated in Articles of Incorporation): Click or tap here to enter text. State of Incorporation: Click or tap here to enter text. Year of Incorporation: Click or tap here to enter text.</p> <p>If Limited Partnership or a Sole Proprietorship: Name of proprietor or managing partner: Click or tap here to enter text.</p> <p>If other: Specify business structure name: Click or tap here to enter text.</p>
2	<p>Is your firm doing business under one or more DBA's?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Name: Click or tap here to enter text.</p> <p>Country of Registration: Click or tap here to enter text.</p> <p>Year became DBA: Click or tap here to enter text.</p>
3	<p>Is your firm wholly/majority owned by, or a subsidiary of another firm?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If yes, indicate name of Parent Firm and State of Incorporation.</p> <p>Name of Parent Firm: Click or tap here to enter text.</p> <p>State of Incorporation or registration of parent firm: Click or tap here to enter text.</p>
4	<p>Has your firm done business under other names within last five (5) years?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If yes, indicate any other names and the year of name change.</p> <p>Name(s): Click or tap here to enter text.</p> <p>Year(s) of Name Change: Click or tap here to enter text.</p>

REQUIRED FORMS – EXHIBIT 1
ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

5	List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".	<u>Click or tap here to enter text.</u>
6	Is your firm involved in any pending acquisition or mergers? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please provide additional information regarding the pending merger. <u>Click or tap here to enter text.</u>
7	List all names and contact information of all individuals legally authorized to commit the Proposer.	Name: <u>Click or tap here to enter text.</u> Title: <u>Click or tap here to enter text.</u> Phone: <u>Click or tap here to enter text.</u> Email: <u>Click or tap here to enter text.</u> Name: <u>Click or tap here to enter text.</u> Title: <u>Click or tap here to enter text.</u> Phone: <u>Click or tap here to enter text.</u> Email: <u>Click or tap here to enter text.</u> Name: <u>Click or tap here to enter text.</u> Title: <u>Click or tap here to enter text.</u> Phone: <u>Click or tap here to enter text.</u> Email: <u>Click or tap here to enter text.</u>

REQUIRED FORMS – EXHIBIT 2

CERTIFICATION OF COMPLIANCE

Proposer certifies compliance with all programs, policies, and ordinances specified below.

TITLE		REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	LACC 2.180	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
2	Familiarity with the County Lobbyist Ordinance Certification	LACC 2.160	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
3	Zero Tolerance Policy on Human Trafficking Certification	Motion	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
4	Compliance with Fair Chance Employment Hiring Practices Certification	Board Policy 5.250	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
5	Charitable Contributions Certification Enter the California Registry of Charitable Trusts “CT” number and upload a copy of firm’s most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586 (if applicable) Click or tap here to enter text.	Board Policy 5.065	Check the Certification below that is applicable to your company. <input type="checkbox"/> Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California’s Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General’s Registry of Charitable Trusts when filed. OR <input type="checkbox"/> Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed in this document and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts.
6	Attestation of Willingness to Consider GAIN/START Participants	Board Policy 5.050	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No Willing to provide GAIN/START participants access to employee mentoring program? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A-program not available
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	LACC 2.203	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption: <input type="checkbox"/> My business does not meet the definition of “contractor,” as defined in the Program. <input type="checkbox"/> My business is a small business as defined in the Program. <input type="checkbox"/> My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program
8	Certification of Compliance with the County’s Defaulted Property Tax Reduction Program	LACC 2.206	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption: Click or tap here to enter text.

REQUIRED FORMS – EXHIBIT 3

REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Proposers requesting preference consideration must complete and include this form in their proposal. Proposers may request consideration for one or more preference programs. **In order to qualify for preference, firm must be certified by the County of Los Angeles Department of Consumer and Business Affairs (DCBA). Please reference your Certification Letter issued by DCBA to determine Federal/Non-Federal preference eligibility.**

<input type="checkbox"/> PREFERENCE NOT REQUESTED
--

OR

<input type="checkbox"/> PREFERENCE REQUESTED (SELECT ALL THAT APPLY)	
Preference Program	Reference
<input type="checkbox"/> Request for Local Small Business Enterprise (LSBE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<u>LACC 2.204</u>
<input type="checkbox"/> Request for Social Enterprise (SE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<u>LACC 2.205</u>
<input type="checkbox"/> Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	<u>LACC 2.211</u>

Note: In no instance should any of the listed preference programs price or scoring be combined with any other County program to exceed fifteen percent (15%) in response to any county solicitation.

REQUIRED FORMS – EXHIBIT 4
DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Proposer's Name: [Click or tap here to enter text.](#)

1. DEBARMENT HISTORY (Check one)	YES	NO
Proposer is currently debarred by a public entity	<input type="checkbox"/>	<input type="checkbox"/>
If yes, please provide the name of the public entity:		
2. LIST OF TERMINATED CONTRACTS (Check one)	YES	NO
Proposer has contracts that have been terminated in the past three (3) years.	<input type="checkbox"/>	<input type="checkbox"/>

If yes, please list all contracts that have been terminated prior to expiration within the last three (3) years.

Service:	Click or tap here to enter text.
Name of Entity:	Click or tap here to enter text.
Address:	Click or tap here to enter text.
Contact:	Click or tap here to enter text.
Telephone:	Click or tap here to enter text.
Email:	Click or tap here to enter text.
Termination Date:	Click or tap here to enter text.
Name/Contract No:	Click or tap here to enter text.
Reason for Termination:	Click or tap here to enter text.

Service:	Click or tap here to enter text.
Name of Entity:	Click or tap here to enter text.
Address:	Click or tap here to enter text.
Contact:	Click or tap here to enter text.
Telephone:	Click or tap here to enter text.
Email:	Click or tap here to enter text.
Termination Date:	Click or tap here to enter text.
Name/Contract No:	Click or tap here to enter text.
Reason for Termination:	Click or tap here to enter text.

Service:	Click or tap here to enter text.
Name of Entity:	Click or tap here to enter text.
Address:	Click or tap here to enter text.
Contact:	Click or tap here to enter text.
Telephone:	Click or tap here to enter text.
Email:	Click or tap here to enter text.
Termination Date:	Click or tap here to enter text.
Name/Contract No:	Click or tap here to enter text.
Reason for Termination:	Click or tap here to enter text.

REQUIRED FORMS – EXHIBIT 5
COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

(Refer to Excel Worksheet)

Instructions for Completing Exhibit 5 - CBE Form

Proposer must submit Exhibit 5 - Community Business Enterprise (CBE) Information form in Excel format.

The County seeks diverse broad-based participation in its contracting and strongly encourages participation by CBEs. Complete all fields listed on form. Where a field requests number or total indicate response using numerical digits only.

Section 1: FIRM/ORGANIZATION INFORMATION

Total Number of Employees in California	Using numerical digits, enter the total number of individuals employed by the firm in the state of California.
Total Number of Employees (including owners)	Using numerical digits, enter the total number of individuals employed by the firm regardless of location.
Race/Ethnic Composition of Firm Table	Using numerical digits, enter the make-up of Owners/Partners/Associate Partners and percentage of how ownership of the firm is distributed into the Race/Ethnic Composition categories listed in the table. Final number must total 100%.

Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE

If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQ). Enter all the CBE certifications held by the firm.

Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area will be at the Director's sole judgment and their judgment will be final.

**REQUIRED FORMS – EXHIBIT 5
COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION**

TITLE		REFERENCE			
1 FIRM/ORGANIZATION INFORMATION		The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.			
Total Number of Employees in California:					
Total Number of Employees (including owners):					
Race/Ethnic Composition of Firm. Enter the make-up of Owners/Partners/Associate Partners into the following categories:					
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Percentage of how ownership of the firm is distributed		
	Male	Female	Male	Female	
Black/African American			%	%	
Hispanic/Latino			%	%	
Asian or Pacific Islander			%	%	
Native Americans			%	%	
Subcontinent Asian			%	%	
White			%	%	

TITLE		REFERENCE				
2 CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE		If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following.				
		<input type="checkbox"/> Check if not applicable				
Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	LGBTQQ	

REQUIRED FORMS – EXHIBIT 6

MINIMUM MANDATORY REQUIREMENTS

Proposer acknowledges and certifies that it meets and will comply with the Proposer’s Minimum Mandatory Requirements indicated below and as stated in Paragraph 4.0, of this Request for Proposals.

No.	Minimum Mandatory Requirement(s) (M/R)	Complies with M/R	
		Yes	No
1.	Proposer does not have unresolved questioned cost, as identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the County department and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.	<input type="checkbox"/>	<input type="checkbox"/>
2.	Proposal must be submitted by the proposal due date and time identified in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements).	<input type="checkbox"/>	<input type="checkbox"/>
3.	The Proposer must comply with the RFP format and requirements set forth in Section 8, Proposal Submission Requirements and Evaluation, of this RFP when submitting its proposal(s).	<input type="checkbox"/>	<input type="checkbox"/>
4.	The Proposer must complete all forms included in Appendix B- Required Forms.	<input type="checkbox"/>	<input type="checkbox"/>
5.	Proposer must possess and provide a copy of the following valid/current license(s) as part of their proposal submission: a. Business License(s) Proposer shall be responsible for obtaining any other necessary licenses/permits required for the development and maintenance of a New GMS.	<input type="checkbox"/>	<input type="checkbox"/>
6.	Proposer agrees to the terms and conditions of the Contract or provides the redline version in accordance to Section 8.5.6. Exceptions to Terms and Conditions of Sample RFP Contract and/or Requirements of Statement of Work and Attachments (Section E).	<input type="checkbox"/>	<input type="checkbox"/>
7.	At least five (5) of the Proposer's references provided in Appendix B (Required Forms), Exhibit 8 (List of References must be responsive and validate that the Proposer meets the Minimum Mandatory Requirements identified in Section 4.1 (Minimum Mandatory Requirements).	<input type="checkbox"/>	<input type="checkbox"/>

8.	The Proposer must provide a complete record of employment, and history of when a development of a system that or a similar service as described in Section 4.1 was completed, as verified, and supported by references, letters and other necessary evidence from all employers and/or governmental entities.	<input type="checkbox"/>	<input type="checkbox"/>
9.	<p>Three (3) years of experience within the last five (5) years development and management of a system to be used by a governmental entity which includes projects with a governance structure that includes multiple stakeholders as outlined in Exhibit A (SOW and Attachments) of Appendix A (Contract).</p> <p>For compliance with the minimum mandatory requirements/experience of Proposers, a Limited Liability Company (LLC), a Limited Liability Partnership (LLP), or a Corporation, must have at least 50% of its officers or partners that individually meet the mandatory minimum requirement of three (3) years within the last five (5) years in total development and management of a system to be used by a governmental entity which includes projects with a governance structure that includes multiple stakeholders.</p>	<input type="checkbox"/>	<input type="checkbox"/>

REQUIRED FORMS – EXHIBIT 7

LIST OF PUBLIC ENTITIES

Proposer's Name: [Click or tap here to enter text.](#)

Provide all **public** entity contracts for the last **three (3)** years where the same or similar scope of services was provided. It is the Proposer's responsibility to ensure accuracy of the information provided below. Use additional pages if required.

PUBLIC AGENCIES	
AGENCY/DEPT: Click or tap here to enter text.	AGENCY/DEPT: Click or tap here to enter text.
SERVICE TYPE: Click or tap here to enter text.	SERVICE TYPE: Click or tap here to enter text.
CONTRACT TERM: Click or tap here to enter text.	CONTRACT TERM: Click or tap here to enter text.
CONTRACT AMT: Click or tap here to enter text.	CONTRACT AMT: Click or tap here to enter text.
CONTACT: Click or tap here to enter text.	CONTACT: Click or tap here to enter text.
TELEPHONE: Click or tap here to enter text.	TELEPHONE: Click or tap here to enter text.
E-MAIL: Click or tap here to enter text.	E-MAIL: Click or tap here to enter text.
Customize according to Solicitation/MMRs: Click or tap here to enter text.	Customize according to Solicitation/MMRs: Click or tap here to enter text.

AGENCY/DEPT: Click or tap here to enter text.	AGENCY/DEPT: Click or tap here to enter text.
SERVICE TYPE: Click or tap here to enter text.	SERVICE TYPE: Click or tap here to enter text.
CONTRACT TERM: Click or tap here to enter text.	CONTRACT TERM: Click or tap here to enter text.
CONTRACT AMT: Click or tap here to enter text.	CONTRACT AMT: Click or tap here to enter text.
CONTACT: Click or tap here to enter text.	CONTACT: Click or tap here to enter text.
TELEPHONE: Click or tap here to enter text.	TELEPHONE: Click or tap here to enter text.
E-MAIL: Click or tap here to enter text.	E-MAIL: Click or tap here to enter text.
Customize according to Solicitation/MMRs: Click or tap here to enter text.	Customize according to Solicitation/MMRs: Click or tap here to enter text.

AGENCY/DEPT: Click or tap here to enter text.	AGENCY/DEPT: Click or tap here to enter text.
SERVICE TYPE: Click or tap here to enter text.	SERVICE TYPE: Click or tap here to enter text.
CONTRACT TERM: Click or tap here to enter text.	CONTRACT TERM: Click or tap here to enter text.
CONTRACT AMT: Click or tap here to enter text.	CONTRACT AMT: Click or tap here to enter text.
CONTACT: Click or tap here to enter text.	CONTACT: Click or tap here to enter text.
TELEPHONE: Click or tap here to enter text.	TELEPHONE: Click or tap here to enter text.
E-MAIL: Click or tap here to enter text.	E-MAIL: Click or tap here to enter text.
Customize according to Solicitation/MMRs: Click or tap here to enter text.	Customize according to Solicitation/MMRs: Click or tap here to enter text.

REQUIRED FORMS – EXHIBIT 8

LIST OF REFERENCES

Proposer's Name: [Click or tap here to enter text.](#)

Proposer's List of References will be used for evaluation purposes and to validate Proposer meets the Minimum Mandatory Requirements stated in the RFP. Proposer must provide five (5) that may not be from duplicate sources or from the same organization, at least three (3) references must be from a reference where the same or similar scope of services was provided.

Proposer may also provide three (5) alternate references in the event that a reference is non-responsive. Please note that **no more than** (10) references must be provided. It is the Proposer's responsibility to ensure accuracy of the information provided below.

REFERENCES	
REFERENCE 1	
AGENCY/DEPT:	Click or tap here to enter text.
SERVICE TYPE:	Click or tap here to enter text.
CONTRACT TERM:	Click or tap here to enter text.
CONTRACT AMT:	Click or tap here to enter text.
CONTACT:	Click or tap here to enter text.
TELEPHONE:	Click or tap here to enter text.
E-MAIL:	Click or tap here to enter text.
Customize according to Solicitation/MMRs:	Click or tap here to enter text.
REFERENCE 2	
AGENCY/DEPT:	Click or tap here to enter text.
SERVICE TYPE:	Click or tap here to enter text.
CONTRACT TERM:	Click or tap here to enter text.
CONTRACT AMT:	Click or tap here to enter text.
CONTACT:	Click or tap here to enter text.
TELEPHONE:	Click or tap here to enter text.
E-MAIL:	Click or tap here to enter text.
Customize according to Solicitation/MMRs:	Click or tap here to enter text.
REFERENCE 3	
AGENCY/DEPT:	Click or tap here to enter text.
SERVICE TYPE:	Click or tap here to enter text.
CONTRACT TERM:	Click or tap here to enter text.
CONTRACT AMT:	Click or tap here to enter text.
CONTACT:	Click or tap here to enter text.
TELEPHONE:	Click or tap here to enter text.
E-MAIL:	Click or tap here to enter text.
Customize according to Solicitation/MMRs:	Click or tap here to enter text.

ALTERNATE REFERENCES	
ALTERNATE REFERENCE 1	
AGENCY/DEPT:	Click or tap here to enter text.
SERVICE TYPE:	Click or tap here to enter text.
CONTRACT TERM:	Click or tap here to enter text.
CONTRACT AMT:	Click or tap here to enter text.
CONTACT:	Click or tap here to enter text.
TELEPHONE:	Click or tap here to enter text.
E-MAIL:	Click or tap here to enter text.
Customize according to Solicitation/MMRs:	Click or tap here to enter text.
ALTERNATE REFERENCE 2	
AGENCY/DEPT:	Click or tap here to enter text.
SERVICE TYPE:	Click or tap here to enter text.
CONTRACT TERM:	Click or tap here to enter text.
CONTRACT AMT:	Click or tap here to enter text.
CONTACT:	Click or tap here to enter text.
TELEPHONE:	Click or tap here to enter text.
E-MAIL:	Click or tap here to enter text.
Customize according to Solicitation/MMRs:	Click or tap here to enter text.
ALTERNATE REFERENCE 3	
AGENCY/DEPT:	Click or tap here to enter text.
SERVICE TYPE:	Click or tap here to enter text.
CONTRACT TERM:	Click or tap here to enter text.
CONTRACT AMT:	Click or tap here to enter text.
CONTACT:	Click or tap here to enter text.
TELEPHONE:	Click or tap here to enter text.
E-MAIL:	Click or tap here to enter text.
Customize according to Solicitation/MMRs:	Click or tap here to enter text.

REQUIRED FORMS – EXHIBIT 9

CONTRIBUTION AND AGENT DECLARATION FORM

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County"), including its special districts such as the Los Angeles County Regional Park and Open Space District.

Pursuant to the Levine Act ([Government Code Section 84308](#)), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.

You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.

An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.

This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.

REQUIRED FORMS – EXHIBIT 9
CONTRIBUTION AND AGENT DECLARATION FORM

Complete each section below. State “none” if applicable.

A. **COMPANY OR APPLICANT INFORMATION**

1) Declarant Company or Applicant Name:

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

a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal: [Click or tap here to enter text.](#)

b) If applicable, variations and acronyms of Declarant Company’s name used within the past 12 months: [Click or tap here to enter text.](#)

c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:

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

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]

2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. “Controlled or directed” means shared ownership, 50% or greater ownership, or shared management and control between the entities.

a) Parent(s):

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

b) Subsidiaries:

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

c) Related Business Entities:

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

3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.

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

4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

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

REQUIRED FORMS – EXHIBIT 9

CONTRIBUTION AND AGENT DECLARATION FORM

- 5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

(Do not list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, or (2) provide purely technical data or analysis, and who will not have any other type of communication with a County agency, employee, or officer.)

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

- 6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

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

B. CONTRIBUTIONS

- 1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	Recipient Name (elected official)	Amount
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>

*Please attach an additional page, if necessary.

- 2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

Date (contribution made)	Name (of the contributor)	Recipient Name (elected official)	Amount
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>

*Please attach an additional page, if necessary.

REQUIRED FORMS – EXHIBIT 9

CONTRIBUTION AND AGENT DECLARATION FORM

C. DECLARATION

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are [Click or tap here to enter text.](#) additional pages attached to this Contribution Declaration Form.

COMPANY BIDDERS OR APPLICANTS

I, [Click or tap here to enter text.](#) (Authorized Representative), on behalf of [Click or tap here to enter text.](#) (Declarant Company), at which I am employed as [Click or tap here to enter text.](#) (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature

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

REQUIRED FORMS – EXHIBIT 9
CONTRIBUTION AND AGENT DECLARATION FORM

INDIVIDUAL BIDDERS OR APPLICANTS

I, [Click or tap here to enter text.](#), declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature

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

REQUIRED FORMS – EXHIBIT 10

PRICING SCHEDULE

(Refer to Excel Spreadsheet)

**County of Los Angeles
Regional Park and Open Space District
Pricing Schedule**

Instructions: Please detail the fees associated with the implementation and use of your GMS application, including any hosting fees.

If software license cost are annual please include the respective cost amount for the specified contract period in the Licensing Cost Summary Table.

If software license costs are user based, please assume: 25 internal users and 1,200 external users and use the respective cost breakdown table below. Please specify "included" or "N/A" as appropriate for Unit Costs. For instance, if software license cost remain the same regardless of additional users, please indicate "N/A" in the Unit Cost.

Additionally, please add rows to the Licensing Cost Breakdown for additional "Other Costs" if there are other licensing costs that should be considered by RPOSD.

Licensing Cost Summary	
Software Area	Cost
Licensing Cost Contract Year 1	\$ -
Licensing Cost Contract Year 2	\$ -
Licensing Cost Contract Year 3	\$ -
Licensing Cost Contract Year 4	\$ -
Licensing Cost Contract Year 5	\$ -
Licensing Cost Contract Year 6	\$ -
Licensing Cost Contract Year 7	\$ -
Licensing Cost Contract Year 8	\$ -
Licensing Cost Contract Month-to-Month Period	\$ -
Total	\$ -

Licensing Cost Breakdown - Year 1			
Licensing Detail	Unit Cost	# of Users	Total Cost
Internal User Costs		25	\$ -
External User Costs		1200	\$ -
Other Costs			\$ -
Total Licensing Cost	\$		-

Licensing Cost Breakdown - Year 2			
Licensing Detail	Unit Cost	# of Users	Total Cost
Internal User Costs		25	\$ -
External User Costs		1200	\$ -
Other Costs			\$ -
Total Licensing Cost	\$		-

Licensing Cost Breakdown - Year 3			
Licensing Detail	Unit Cost	# of Users	Total Cost
Internal User Costs		25	\$ -
External User Costs		1200	\$ -
Other Costs			\$ -
Total Licensing Cost	\$		-

Licensing Cost Breakdown - Year 4			
Licensing Detail	Unit Cost	# of Users	Total Cost
Internal User Costs		25	\$ -
External User Costs		1200	\$ -
Other Costs			\$ -
Total Licensing Cost	\$		-

Licensing Cost Breakdown - Year 5			
Licensing Detail	Unit Cost	# of Users	Total Cost
Internal User Costs		25	\$ -
External User Costs		1200	\$ -
Other Costs			\$ -
Total Licensing Cost	\$		-

Licensing Cost Breakdown - Year 6			
Licensing Detail	Unit Cost	# of Users	Total Cost
Internal User Costs		25	\$ -
External User Costs		1200	\$ -
Other Costs			\$ -
Total Licensing Cost	\$		-

Licensing Cost Breakdown - Year 7			
Licensing Detail	Unit Cost	# of Users	Total Cost
Internal User Costs		25	\$ -
External User Costs		1200	\$ -
Other Costs			\$ -
Total Licensing Cost	\$		-

Licensing Cost Breakdown - Year 8			
Licensing Detail	Unit Cost	# of Users	Total Cost
Internal User Costs		25	\$ -
External User Costs		1200	\$ -
Other Costs			\$ -
Total Licensing Cost	\$		-

Licensing Cost Breakdown - Month-to-Month Period			
Licensing Detail	Unit Cost	# of Users	Total Cost
Internal User Costs		25	\$ -
External User Costs		1200	\$ -
Other Costs			\$ -
Total Licensing Cost	\$		-

County of Los Angeles
Regional Park and Open Space District
Pricing Schedule

Instructions: Please provide your costs for the completion of the statement of work deliverables associated with the GMS application implementation activities. These costs should be inclusive of all vendor resources. All deliverables will have a deliverable review period that is mutually agreed upon by the Contractor and RPOSD.

GMS Application Deliverable Cost Summary			
SOW Section	Implementation Service	Implementation Deliverable	Cost
9.2	Project Initiation and Management	Project Control Document and detailed work	
		Weekly and monthly status report templates	
Total Deliverable(s) Cost			\$ -

SOW Section	Implementation Service	Implementation Deliverable	Cost
9.3	Requirements Validation	Validated Requirements Traceability Matrix	
Total Deliverable(s) Cost			\$ -

SOW Section	Implementation Service	Implementation Deliverable	Cost
9.4	Security Design	Security architecture diagram	
		System security detail documentation	
Total Deliverable(s) Cost			\$ -

SOW Section	Implementation Service	Implementation Deliverable	Cost
9.5	Design & Configure the Solution	Functional/ configuration design documents	
		Documentation of custom code	
Total Deliverable(s) Cost			\$ -

SOW Section	Implementation Service	Implementation Deliverable	Cost
9.6	Technical Build	Complete inventory of integrations	
		Technical design documents, including integration design documentation	
		Final application architecture diagrams	
Total Deliverable(s) Cost			\$ -

SOW Section	Implementation Service	Implementation Deliverable	Cost
9.7	Data Conversion and Migration	Data conversion strategy and plan	
		Final data mapping	
		Conversion process design documents	
Total Deliverable(s) Cost			\$ -

SOW Section	Implementation Service	Implementation Deliverable	Cost
9.8	Testing	Test strategy and plan	
		Unit, integration, and end-to-end test cases	
		User acceptance test cases	
		Test summary reports (to be completed after	
Total Deliverable(s) Cost			\$ -

SOW Section	Implementation Service	Implementation Deliverable	Cost
9.9	Organizational Change Management and Training (OCMT)	Validated future state business process flow	
		Business process improvement report including	
		Training Plan	
		Training Materials / GMS User Guides	
		Completion of training delivery	
Total Deliverable(s) Cost			\$ -

SOW Section	Implementation Service	Implementation Deliverable	Cost
9.1	Deployment and Cutover	Deployment/cutover plan	
		Deployment criteria checklist	
Total Deliverable(s) Cost			\$ -

SOW Section	Implementation Service	Implementation Deliverable	Cost
9.11	Acceptance and Warranty Period	Acceptance and warranty period report (final	
Total Deliverable(s) Cost			\$ -

Total Implementation Services Cost	
\$	-

**County of Los Angeles
Regional Park and Open Space District
Pricing Schedule**

Instructions: Please provide your fees to complete the ongoing support and maintenance activities requested by RPOSD in the SOW. For the monthly support service report please indicate the yearly cost of the monthly support. System Support costs should be inclusive of any tools that are required to support M&S, such as backup/recovery, diagnostic, and / or management tools.

GMS Application Deliverable Fee Summary			
SOW Section	Implementation Service	Maintenance and Support Deliverable	Cost
9.13	System Support Services (Year 2)	Monthly support service report	
	System Support Services (Year 3)	Monthly support service report	
	System Support Services (Year 4)	Monthly support service report	
	System Support Services (Year 5)	Monthly support service report	
		Total	\$ -

Optional GMS Application Deliverable Fee Summary			
SOW Section	Implementation Service	Maintenance and Support Deliverable	Optional Costs
9.13	System Support Services Renewal 1 (Year 6)	Monthly support service report	
	System Support Services Renewal 1 (Year 7)	Monthly support service report	
	System Support Services Renewal 2 (Year 8)	Monthly support service report	
	System Support Services Renewal 2 (Month-to-Month Period)	Monthly support service report	
		Total	\$ -

**County of Los Angeles
Regional Park and Open Space District
Pricing Schedule**

Total Project Cost Summary	
Scope Area	Total Cost
Implementation Services Cost	\$ -
Licensing Cost Contract Year 1	\$ -
Subtotal Year 1	\$ -
System Support Services Contract Year 2	\$ -
Licensing Cost Contract Year 2	\$ -
Subtotal Year 2	\$ -
System Support Services Contract Year 3	\$ -
Licensing Cost Contract Year 3	\$ -
Subtotal Year 3	\$ -
System Support Services Contract Year 4	\$ -
Licensing Cost Contract Year 4	\$ -
Subtotal Year 4	\$ -
System Support Services Contract Year 5	\$ -
Licensing Cost Contract Year 5	\$ -
Subtotal Year 5	\$ -
Base Contract Total (Years 1 - 5)	\$ -
System Support Services Contract Year 6	\$ -
Licensing Cost Contract Year 6	\$ -
Subtotal Year 6	\$ -
System Support Services Contract Year 7	\$ -
Licensing Cost Contract Year 7	\$ -
Subtotal Year 7	\$ -
System Support Services Contract Year 8	\$ -
Licensing Cost Contract Year 8	\$ -
Subtotal Year 8	\$ -
System Support Services Contract for the Month-to-Month Period	\$ -
Licensing Cost Contract for the Month-to-Month Period	\$ -
Subtotal for the Month-to-Month Period	\$ -
Optional Contract Total Costs (Years 6 - 8 and Month-to-Month Period)	\$ -
Grand Total (Years 1 - 8 and Month-to-Month Period)	\$ -

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

REQUIRED FORMS – EXHIBIT 11

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Proposer shall provide immediate written notice to the person to whom this proposal is submitted if at any time Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. Proposer further agrees by submitting this proposal that it will include the provision entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76),” as set forth in the text of the Master Agreement, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Proposer acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. Proposer acknowledges that a participant may decide the method and frequency by which it determines the eligibility of its principals. Proposer acknowledges that each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non procurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
9. Where Proposer and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Proposer shall attach a written explanation to its proposal in lieu of submitting this Certification. Proposer's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Proposer and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the contract which is being solicited by this Request for Proposals.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

Proposer hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or subcontractors is currently debarred, suspended proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

REQUIRED FORMS – EXHIBIT 12

DECLARATION

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN **EXHIBITS 1-12 IS TRUE AND CORRECT.**

PRINT NAME: Click or tap here to enter text.	TITLE: Click or tap here to enter text.
SIGNATURE:	DATE: Click or tap here to enter text.

SOLICITATION REQUIREMENTS REVIEW (SRR) REQUEST

Proposers/Bidders requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.

Proposer/Bidder Name: <u>Click or tap here to enter text.</u>	Date of Request: <u>Click or tap here to enter text.</u>
Solicitation Title: <u>Click or tap here to enter text.</u>	Solicitation No.: <u>Click or tap here to enter text.</u>

A **Solicitation Requirements Review** is being requested because the Proposer/Bidder asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Mandatory Requirements**
- Application of **Business Requirements**
- Application of **Evaluation Criteria**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses from prospective Proposers/Bidders.

For each area contested, Proposer/Bidder must explain in detail the factual reasons for the requested review. *(Attach supporting documentation and specify the underlying authority of the person or entity submitting a proposal/bid (e.g., letterhead, business card, etc.).)*

Request submitted by:

Name: Click or tap here to enter text. Title: Click or tap here to enter text.

For County use only

Date SRR Request Received by County: Click or tap here to enter text. Date Solicitation Released: Click or tap here to enter text.

Reviewed by: Click or tap here to enter text.

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete Exhibit J (Charitable Contributions Certification) of Appendix A.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://oag.ca.gov/> contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://oag.ca.gov/charities/laws>

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 1000 N Alameda St., #250, Los Angeles, CA 90012 (213) 266-8484 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.calnonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix D is for informational purposes only. Information contained in this sub-section should not be construed as an endorsement by the County of Los Angeles of such organizations.