



COUNTY OF LOS ANGELES

SHERIFF'S DEPARTMENT

REQUEST FOR PROPOSALS

FOR

AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

RFP # 399-SH

June 23, 2011

These guidelines are intended to provide general information only and are subject to revision. The rights and obligations of any party contracting with the County will be determined in accordance with the terms of the applicable agreement and applicable law.

NOTICE TO RFP PROPOSERS

THIS BASE DOCUMENT INCLUDES THE REQUIREMENTS KNOWN TO COUNTY AS OF THE DATE OF ISSUANCE OF THE RFP.

THIS DOCUMENT DOES NOT STAND ALONE AND MUST BE READ AND REVIEWED IN CONNECTION WITH ALL OTHER PARTS OF THIS RFP, INCLUDING ANY APPENDICES, EXHIBITS, AND ATTACHMENTS ATTACHED HERETO OR THERETO.

Contents

1.0	INTRODUCTION.....	1
1.1	Purpose	1
1.2	Overview of Solicitation Document.....	1
1.3	Terms and Definitions	3
1.4	Minimum Mandatory Requirements.....	3
1.5	County Rights & Responsibilities	8
1.6	Agreement Term	9
1.7	Agreement Price	9
1.8	Services and Deliverables.....	10
1.9	Contact With County Personnel	10
1.10	Final Agreement Award by the Board of Supervisors	10
1.11	Mandatory Requirement to Register on County's WebVen	11
1.12	County Option to Cancel RFP and/or Reject Proposals	11
1.13	Protest Policy Review Process.....	11
1.14	Notice to Proposers Regarding The Public Records Act	12
1.15	Indemnification and Insurance	12
1.16	Injury & Illness Prevention Program (IIPP)	13
1.17	Background and Security Investigations	13
1.18	Conflict of Interest	13
1.19	Determination of Proposer Responsibility	13
1.20	Proposer Debarment.....	14
1.21	Gratuities	16
1.22	County's Quality Assurance Plan	17
1.23	County Policy on Doing Business with Small Business	17
1.24	Jury Service Program	17
1.25	Local Small Business Enterprise Preference Program	19
1.26	Local Small Business Enterprise (SBE) Prompt Payment Program.....	19
1.27	Notification to County of Pending Acquisitions/Mergers by Proposing Company	20
1.28	Transitional Job Opportunities Preference Program.....	20
1.29	Safely Surrendered Baby Law.....	20
1.30	Proposer's Adherence to County's Child Support Compliance Program	21
1.31	Notice to Proposers Regarding the County Lobbyist Ordinance.....	21
1.32	Federal Earned Income Credit	21
1.33	Consideration of GAIN/GROW Participants for Employment.....	21
1.34	Recycled-Content Paper	22
1.35	Confidentiality and Independent Contractor Status	22
1.36	Defaulted Property Tax Reduction Program.....	22
2.0	PROPOSAL SUBMISSION REQUIREMENTS	23
2.1	County Responsibility	23
2.2	Truth and Accuracy of Representations	23
2.3	RFP Timetable.....	23
2.4	Solicitation Requirements Review	23
2.5	Proposers' Questions.....	24
2.6	Mandatory Proposers Conference	25
2.7	Preparation of the Proposal	26
2.8	Proposal Format	26
2.9	Proposal Submission	38
2.10	Proposal Withdrawals and Corrections	40

3.0	SELECTION PROCESS AND EVALUATION CRITERIA	41
3.1	Selection Process	41
3.2	Pass/Fail Criteria.....	43
3.3	Disqualification Review	44
3.4	Scored Evaluation Criteria	44
3.5	Department's Proposed Contractor Selection Review	47

APPENDICES

APPENDIX A: SAMPLE AGREEMENT

EXHIBIT A ADDITIONAL TERMS AND CONDITIONS

EXHIBIT B STATEMENT OF WORK (Appendix B in this RFP)

EXHIBIT C PRICE AND SCHEDULE OF PAYMENTS

EXHIBIT D CONTRACTOR'S EEO CERTIFICATION (form is Appendix D, Exhibit D-8, in this RFP)

EXHIBIT E1 CONTRACTOR'S EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

EXHIBIT E2 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

EXHIBIT F SAFELY SURRENDERED BABY LAW (Appendix I in this RFP)

EXHIBIT G JURY SERVICE ORDINANCE (Appendix G in this RFP)

EXHIBIT H DEFAULTED PROPERTY TAX REDUCTION PROGRAM (Appendix K in this RFP)

APPENDIX B: STATEMENT OF WORK

EXHIBIT B-1 BACKGROUND

EXHIBIT B-2 TECHNICAL REQUIREMENTS

EXHIBIT B-3 FUNCTIONAL REQUIREMENTS

EXHIBIT B-4 GENERAL REQUIREMENTS

EXHIBIT B-5 MAINTENANCE AND SUPPORT SERVICES

EXHIBIT B-6 PROCESS FOR RECEIVING, REVIEWING, AND ACCEPTING DELIVERABLES

EXHIBIT B-7 WORKFLOWS

APPENDIX C: INTENTIONALLY OMITTED

APPENDIX D: REQUIRED FORMS

EXHIBIT D-1 PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

EXHIBIT D-2 PROSPECTIVE CONTRACTOR REFERENCES

EXHIBIT D-3 PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

EXHIBIT D-4 PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

EXHIBIT D-5 CERTIFICATION OF NO CONFLICT OF INTEREST

EXHIBIT D-6 FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE
CERTIFICATION

EXHIBIT D-7 LA COUNTY COMMUNITY BUSINESS ENTERPRISE PROGRAM—
REQUEST FOR LOCAL SBE PREFERENCE PROGRAM CONSIDERATION

EXHIBIT D-8 PROPOSER'S EEO CERTIFICATION

EXHIBIT D-9 ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW
PARTICIPANTS

EXHIBIT D-10 CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM -
CERTIFICATION FORM & APPLICATION FOR EXCEPTION

EXHIBIT D-11 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

EXHIBIT D-12 CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

EXHIBIT D-13 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION &
ACKNOWLEDGEMENT OF IFB RESTRICTIONS

APPENDIX E: TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS
REVIEW

APPENDIX F: COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL
BUSINESS

APPENDIX G: JURY SERVICE ORDINANCE

APPENDIX H: LINK TO LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES
COUNTY

APPENDIX I: SAFELY SURRENDERED BABY LAW

APPENDIX J: FEDERAL EARNED INCOME TAX CREDIT, IRS NOTICE 1015

APPENDIX K: DEFAULTED PROPERTY TAX REDUCTION PROGRAM

APPENDIX L: SYSTEM REQUIREMENTS MATRIX SPREADSHEET

APPENDIX M: PRICING BREAKDOWN SPREADSHEET

1.0 INTRODUCTION

1.1 Purpose

The Sheriff's Department (Department) of the County of Los Angeles (County) is attempting to replace its existing civil enforcement case management system, the Modified Automated Process and Accounting System (MAPAS), with a thin-client,* user-friendly application to be called the Automated Civil Enforcement System (ACES). County is issuing this Request for Proposals (RFP) to solicit proposals for an Agreement with a qualified Proposer who will provide the new ACES. ACES will be utilized at 21 Civil Management Unit branch offices at sites located throughout the County and at 20 courthouses that process vehicle inspections. The new system will use new technologies and re-engineered employee workflows to better meet current business requirements that can be further enhanced to accept and send electronic court documents, fee payments, and collected funds.

County will consider proposals for the adaptation of Proposer's pre-existing software in use elsewhere, as well as proposals for custom-developed software.

For information about the current system to be replaced via this RFP, please see Exhibit B-1, Background, of this RFP.

1.2 Overview of Solicitation Document

This Request for Proposals (RFP), including all Appendices, Exhibits, and Attachments, sets forth the County requirements for ACES. Proposers should formulate and base all responses solely from the information contained in this RFP. The individual documents do not stand alone and must be read and reviewed in connection with all other parts of this RFP. This RFP is composed of the following parts:

- **INTRODUCTION:** Specifies Proposer's minimum mandatory requirements, provides information regarding some of the requirements of the Agreement, and explains the solicitation process.

* For the purpose of this RFP and this project, a thin-client application meets the following criteria: (a) The application performs most of its computational work, and stores all system-accepted data, on networked servers and not on the user's workstation, and (b) The application can be run from any Windows workstation (desktop or laptop personal computer) that has a browser and Adobe Reader and can access the application's servers; any additional workstation software needed for the application is automatically installed (or updated) when the workstation accesses the server, without human intervention.

- **PROPOSAL SUBMISSION REQUIREMENTS:** Contains instructions to Proposers in how to prepare and submit their proposal.
- **EVALUATION CRITERIA AND SELECTION PROCESS:** Explains how proposals will be evaluated and selected.
- **APPENDICES:**
 - **A SAMPLE AGREEMENT:** Lays out the terms and conditions of the Agreement.
 - **B STATEMENT OF WORK (SOW):** Explains in detail the required services to be performed under the Agreement. This includes the main SOW document, plus the following exhibits:
 - B-1: **BACKGROUND**
 - B-2: **TECHNICAL REQUIREMENTS**
 - B-3: **FUNCTIONAL REQUIREMENTS**
 - B-4: **GENERAL REQUIREMENTS**
 - B-5: **MAINTENANCE AND SUPPORT SERVICES**
 - B-6: **PROCESS FOR RECEIVING, REVIEWING, AND ACCEPTING DELIVERABLES**
 - B-7: **WORKFLOWS**
 - **C** Intentionally Omitted
 - **D REQUIRED FORMS:** Forms contained in this section must be completed by Proposer, and included in the proposal.
 - **E TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to Department to request a Solicitation Requirements Review.
 - **F COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS:** County policy.
 - **G JURY SERVICE ORDINANCE:** County Code.
 - **H LINK TO LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY:** Contractors who are not allowed to contract with County for a specific length of time.
 - **I SAFELY SURRENDERED BABY LAW:** County program.

- **J FEDERAL EARNED INCOME TAX CREDIT, IRS NOTICE 1015:** Provides information on Federal Earned Income Credit.
- **K DEFAULTED PROPERTY TAX REDUCTION PROGRAM:** County Ordinance.
- **L SYSTEM REQUIREMENTS MATRIX SPREADSHEET:** This is a Microsoft Excel spreadsheet that Proposers shall use to enter their response to System Requirements—see RFP, Paragraph 2.8.5(B), Proposer’s Response to System Requirements. Exhibits B-2, B-3, and B-4 contain a print view of these System Requirements.
- **M PRICING BREAKDOWN SPREADSHEET:** This is a print view of the Microsoft Excel spreadsheet that Proposers shall use to enter their pricing information—see RFP, Paragraph 2.8.5(E), Proposed Pricing.

1.3 Terms and Definitions

Throughout this RFP, references are made to certain terms, functions, persons, groups, or departments/agencies. For convenience, the definitions of certain terms used in this RFP can be found in Appendix A, Sample Agreement, Paragraph 2, Definitions.

1.4 Minimum Mandatory Requirements

Interested and qualified Proposers that can demonstrate their ability to successfully provide the products and required services outlined in Appendix B, Statement of Work, in its entirety, are invited to submit proposal(s), provided they meet the following requirements at the time that the proposal is submitted, and continue to meet these requirements during the subsequent evaluation and contracting process. Failure of a Proposer to meet all of the Minimum Mandatory Requirements may result in the elimination of the proposal from further consideration (see Paragraph 3.2.1, Adherence to Minimum Mandatory Requirements). Proposals must include the required documentation to substantiate that Proposer meets these Minimum Mandatory Requirements.

1.4.1 Firm Experience

For the purpose of evaluating Minimum Mandatory Requirements, firm experience may include the experience of those subcontractors who provide at least ten percent (10%) of the Implementation Phase staff-hours.

- A. Firm experience must include ten (10) years of software development and implementation work comparable to the technical services identified in Appendix B, Statement of Work of this RFP.**

- B. Firm experience must include at least seven (7) years, within the last ten (10) years, of **thin-client** (as defined in Section 1.1, Purpose, of this RFP) **and/or browser-based application development**.
- C. Firm experience must include at least three (3) **implementations of case-management systems—including workflow, tracking, and cashiering functions—at California law-enforcement or justice agencies having at least 100 users in multiple office locations**.
- D. Firm must have had at least five (5) contracts, each with a value of at least one million dollars, for software development work in one or more of the **areas listed below** within the past eight (8) years.
 - 1. Development and implementation of enterprise-wide application software and database utilizing popular web development tools, e.g., Visual Basic, .NET, ASP.NET.
 - 2. Development of system interfaces and integrations between multiple agencies and multiple computer platforms.
 - 3. Integration of document management or imaging functionalities.
 - 4. Integration of Geo Coding/GIS functionalities.

1.4.2 Key Staff Proposed

Proposer must propose a multi-person project team consisting of the following roles, at a minimum. See RFP, Paragraph 1.4.3, Proposer's Key Staff members' Experience, for Minimum Mandatory Requirements.

- Project Manager—individual with day-to-day supervisory authority over all contractor and subcontractor activities and resources associated with the project, and the primary focal point for communicating project status and issues with County
- Application Architect—individual who acts as chief designer for the application, with detailed knowledge of the entire application from a technical and a functional perspective
- Database Architect—individual who designs the entire application's logical and physical database, and maps this to other systems for data conversion and interfaces
- Lead Developer—individual who supervises all coders working on the project

- Quality Assurance Lead—individual responsible for testing, assessing, and reporting on the quality, consistency, and validity of system design documents and application software

Each role must be assigned to one and only one individual, although one individual can take multiple roles. **The exception is that the individual assigned as Quality Assurance Lead may not be assigned any of the other roles listed above.** The individual taking the role of Project Manager must be dedicated to the ACES project on a full-time basis for the duration of the Implementation Phase.

The proposal must name the specific individuals proposed in each role, as well as the names and roles of other proposed team members, and include their resumes. See RFP, Paragraph 2.8.5, Proposer's Approach to Provide Required Deliverables and Services.

Staff will be subject to a background check prior to working on ACES—see Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Paragraph 34.0, Background and Security Investigations.

1.4.3 Proposer's Key Staff Members' Experience

The individuals proposed for the key staff roles (see RFP, Paragraph 1.4.2, Key Staff Proposed) must meet the minimum qualifications set forth below. A resume must be submitted for each staff member clearly and concisely demonstrating that the staff member meets all qualifications, with references and contact information to enable County to verify staff qualifications.

A. Project Manager

Proposed Project Manager must have at least:

1. five (5) years of experience in **day-to-day management and administration of large-scale software development and implementation projects** within the last seven (7) years, and
2. five (5) years of experience in **managing complex web-application software design, development, testing, and implementation** within the last seven (7) years, and
3. five (5) years of experience in **developing application documentation, test plans, implementation plans, task plans, and risk management** within the last seven (7) years, and
4. four (4) years of experience in **use of Microsoft Project** within the last five (5) years, and

5. two (2) years of experience in **managing the development of web applications using Visual Studio.NET** within the last three (3) years, and
6. two (2) years of experience in **managing software development related to civil enforcement** within the last five (5) years, and
7. two (2) years of experience in **managing projects requiring data conversion from older systems** within the last five (5) years.

B. Application Architect

Proposed Application Architect must have at least:

1. ten (10) years of experience in **designing and implementing enterprise-wide applications for law-enforcement agencies having at least 100 users**, and
2. ten (10) years of experience in **implementing and supporting applications that automate case management for civil-law-enforcement activities**.

C. Database Architect

Proposed Database Architect must have at least:

1. five (5) years of experience in **relational database design, tuning, and optimization** within the last seven (7) years, and
2. three (3) years of experience in **developing complex stored procedures that may access multiple schemas on multiple servers** within the last seven (7) years, and
3. one year (1) of experience in **data conversion from legacy systems** within the last seven (7) years.

D. Lead Application Developer

Proposed Lead Application Developer must have at least:

1. five (5) years of experience in **developing complex web applications** within the last seven (7) years, and
2. five (5) years of experience in **developing web applications using Visual Studio.NET development tools** within the last six (6) years, and
3. three (3) years of experience in **developing applications that automate case management, tracking, workflow, and**

accounting for civil law enforcement activities within the last five (5) years, and

4. one (1) year of experience in **programming with XML** within the last four (4) years, and
5. three (3) years of experience in **developing application interfaces between legacy applications (e.g. using TCP/IP messages)** within the last five (5) years, and
6. two (2) years of experience in **data conversion from legacy systems** within the last seven (7) years.

E. Quality Assurance Lead

Proposed Quality Assurance Lead must have at least:

1. three (3) years of experience in **quality assurance and testing of complex web applications** within the last five (5) years, and
2. three (3) years of experience in **developing, performing, and documenting test scenarios and test results** within the last five (5) years.

1.4.4 Proposer's cost proposal must contain firm fixed pricing—see RFP, Paragraph 2.8.5(E), Proposed Pricing.

1.4.5 A proposal must be designated as either a COTS-Based Proposal or a Wholly Custom Proposal, based on the following criteria:

- In a **COTS-Based Proposal**, Proposer shall create ACES by integrating (a) a commercial off-the-shelf (COTS) Application Software product that Proposer provides, adapts, modifies, configures, maintains, and supports, with (b) custom programming that Proposer designs, develops, implements, integrates, maintains, and supports. Proposer shall grant County an unlimited perpetual license to the COTS Software, and any future upgrades or successor products, at no further cost to County beyond the fixed price proposed. County shall be given access to the ACES Source Code throughout the project and throughout the life of the System, with the right to further customize ACES after Final System Acceptance. Proposer's Maintenance and Support Services shall include retrofitting custom programming to maintain integration among the various System Components, including any subsequent updates, upgrades, or successors to the COTS Software
- In a **Wholly Custom Proposal**, Proposer shall provide, design, develop, implement, integrate, maintain, and support the Application

Software as a “from-the-ground-up” custom-developed work for hire, not as a licensed COTS Software product. County shall solely own the ACES software, including Source Code, throughout the project and throughout the life of the System. Upon Proposer’s request, County may grant Proposer the rights to develop ACES into a COTS Software product for use in other government agencies. Proposer shall grant County an unlimited perpetual license to all COTS Application Software products used in and/or developed from ACES, including any future upgrades or successor products to those COTS Software products, at no further cost to County beyond the fixed price proposed.

A Proposer, at its option, may submit (a) one proposal that fits into either one of the above categories, or (b) two proposals, one proposal that fits into the first category above, and the other proposal that fits into the second category.

In the proposal, Proposer will indicate whether the proposal is intended as a COTS-Based Proposal or Wholly Custom Proposal. County in its sole judgment will determine whether or not the proposal meets the requirements for that category. If County determines that a proposal does not meet the requirements for the category that Proposer indicated, County may, at its sole option, reject or reclassify the proposal.

The Agreement will include the relevant language above, depending on the category of proposal selected.

1.4.6 Proposer must meet one of the following requirements:

- a) Have an office located within forty (40) miles of the Department’s Court Services Headquarters (1000 S. Fremont Ave., Alhambra, California);
- b) State in the proposal a location where Proposer plans to establish such an office within thirty (30) days after contract execution;
- c) Provide detailed evidence that Proposer will achieve an equivalent level of project communication and coordination.

1.5 County Rights & Responsibilities

County has the right to amend the RFP by written addendum. County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization which County records indicate has received this RFP and shall be posted on the Department’s website at:

http://www.lasd.org/lasd_contracts/info.html (underscore between “lasd” and “contracts”).

Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the proposal not being considered, as determined in the sole discretion of County. County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

1.6 Agreement Term

The term of this Agreement shall commence upon execution by the Board of Supervisors and shall terminate five (5) years after the date of Final System Acceptance, unless sooner terminated or extended as provided in this Agreement ("Initial Term"). County has the option, at County's sole discretion and upon notice to Contractor prior to the end of the current period of the Agreement Term, to extend the Term of this Agreement for up to three (3) additional one (1) year periods (an "Option Term"). As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be.

1.7 Agreement Price

Contractor shall agree to a fixed price for the full scope of work (see Appendix B, Statement of Work), as follows:

Implementation Phase: For those tasks in Appendix B, Statement of Work, that occur prior to Final System Acceptance, County will pay Contractor a FIXED IMPLEMENTATION PRICE including all software licenses, materials, development services, Implementation Services, Maintenance and Support Services (during the period prior to Final System Acceptance), warranty services, incidental expenses, travel expenses, carrying costs, and other costs. Final System Acceptance will occur in accordance with Paragraph 5.4 (Final System Acceptance) of the Sample Agreement when the fully implemented system has been fully operational with no Deficiencies of Level I, II, or III Priority for no less than one continuous, uninterrupted ninety (90)-day period following cutover to Production Use. At that point the Implementation Phase, including the System Warranty Period, will end.

During the Implementation Phase (i.e., prior to Final System Acceptance), County will make progress payments according to the Deliverable-based payment schedule (Appendix A, Sample Agreement, Exhibit C, Pricing and Schedule of Payments) subject to general invoicing and disbursement procedures, and a percentage holdback as indicated below.

County will hold back ten percent (10%) of the dollar amount of each progress payment, to ensure full and timely completion of ACES implementation. These

holdback amounts will be released upon Final System Acceptance (subject to general invoicing and disbursement procedures). This holdback policy does not apply to Post-Implementation Phase annual maintenance and support fees.

Post-Implementation Phase: For Maintenance and Support Services that occur subsequent to Final System Acceptance, County will pay Contractor a FIXED ANNUAL MAINTENANCE AND SUPPORT FEE. These annual fees will be paid at the beginning of each annual period, however Contractor shall invoice County no more than thirty (30) days prior to the beginning of an annual period.

1.8 Services and Deliverables

Contractor shall be required to provide services and Deliverables as specified in Appendix B, Statement of Work, of this RFP.

1.9 Contact With County Personnel

All contact regarding this RFP or any matter relating thereto must be in writing and may be mailed, e-mailed or faxed as follows:

Los Angeles County Sheriff's Department
Contracts Unit – Room 214
4700 Ramona Boulevard, Room 214
Monterey Park, California 91754-2169
Attention: Marcelle Murr, Contracts Analyst
E-mail address: memurr@lasd.org
Fax #: (323) 415-4389

Proposers are specifically directed not to contact any other County person or agent for any matter related to this RFP. If it is discovered that Proposer contacted and/or received information from any County person or agent, other than the person specified above, regarding this RFP, County, in its sole determination, may disqualify Proposer and their proposal from further consideration.

1.10 Final Agreement 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 agreement, and to determine which proposal best serves the interests of County. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, an agreement.

1.11 Mandatory Requirement to Register on County's WebVen

Prior to Agreement award, all potential Contractors must register in the County's WebVen. The WebVen contains the Proposer'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://lacounty.info/doing_business/main_db.htm.

1.12 County Option to Cancel RFP and/or Reject Proposals

County may, at its sole discretion, cancel this RFP at any time and/or reject any or all proposals submitted in response to this RFP. County shall not be liable for any costs incurred by Proposer in connection with the preparation and submission of any proposal. County reserves the right to waive inconsequential disparities in a submitted proposal.

1.13 Protest Policy Review Process

1.13.1 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 agreement, as described in Paragraph 1.13.3 below. Additionally, any actual Proposer may request a review of a disqualification or of a proposed agreement award under such a solicitation, as described respectively in the Paragraphs below. Under any such review, it is the responsibility of Proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a solicitation or a proposed agreement award, as the case may be.

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

1.13.3 Grounds for Review

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

- Review of Solicitation Requirements (Reference Paragraph 2.4, Solicitation Requirements Review)

- Review of a Disqualified Proposal (Reference Paragraph 3.3, Disqualification Review)
- Review of Proposed Contractor Selection (Reference Paragraph 3.5.3, County Review Panel Process)

1.14 Notice to Proposers Regarding The Public Records Act

- 1.14.1** Responses to this solicitation shall become the exclusive property of County. Absent extraordinary circumstances, at such time as (a) with respect to the recommended Proposer's proposal, the Department completes agreement negotiations and obtains a letter from an authorized officer of the recommended Proposer that the negotiated agreement is a firm offer of the recommended Proposer, which shall not be revoked by the recommended Proposer pending the Department's completion of the process under County Policy No. 5.055 and approval by the Board of Supervisors (Board) and (b) with respect to each Proposer requesting a County Review Panel, the County Review Panel convenes as a result of such Proposers' request, and (c) with respect to all other Proposers, the Department recommends the recommended Proposer(s) to the Board and such recommendation appears on the Board agenda, proposals submitted in response to this solicitation become a matter of public record, with the exception of those parts of each proposal which are justifiably defined by Proposer as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."
- 1.14.2** County shall 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 shall not be deemed sufficient notice of exception. Proposers must specifically label only those provisions of their respective bid/proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

1.15 Indemnification and Insurance

Contractor shall be required to comply with the indemnification provisions contained in Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Paragraph 13.0, Indemnification and Insurance, and Paragraph 14.0, Intellectual Property Indemnification. Contractor shall procure, maintain, and provide to County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Paragraph 13.0, Indemnification and Insurance.

1.16 Injury & Illness Prevention Program (IIPP)

Contractor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations 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.

1.17 Background and Security Investigations

All Contractor staff performing work under this Agreement may be required to undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing work under any resultant Agreement. The Background and Security Investigations requirements are listed in Appendix A, Sample Agreement, Paragraph 4.0, Administration of Agreement – Contractor; and Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Paragraph 34.0, Background and Security Investigations. The cost of background checks shall be the responsibility of Contractor unless otherwise specified by County Project Director.

County may at any time require Contractor to do a more detailed background and security investigation of Contractor's staff at Contractor's expense, unless otherwise specified by County Project Director.

1.18 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Appendix D, Required Forms, Exhibit D-5, Certification of No Conflict of Interest.

1.19 Determination of Proposer Responsibility

1.19.1 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 agreement. It is County's policy to conduct business only with responsible Proposers.

1.19.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, County may determine whether Proposer is responsible based on a review of Proposer's performance on any agreement, including but not limited to County agreements. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by

Proposer against public entities. Labor law violations which are the fault of the subcontractors and of which Proposer had no knowledge shall not be the basis of a determination that Proposer is not responsible.

- 1.19.3** County may declare a Proposer to be non-responsible for purposes of this agreement if the Board of Supervisors, in its discretion, finds that Proposer has done any of the following: (1) violated a term of an agreement with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Proposer's quality, fitness or capacity to perform an agreement with County, any other public entity, or a nonprofit corporation created by 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 County or any other public entity.
- 1.19.4** If there is evidence that the apparent highest ranked Proposer may not be responsible, the Department shall notify Proposer in writing of the evidence relating to Proposer's responsibility, and its intention to recommend to the Board of Supervisors that Proposer be found not responsible. The Department shall provide Proposer and/or Proposer's representative with an opportunity to present evidence as to why Proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 1.19.5** If Proposer presents evidence in rebuttal to the Department, the Department shall 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 Proposer shall reside with the Board of Supervisors.
- 1.19.6** These terms shall also apply to proposed subcontractors of Proposers on County agreements.

1.20 Proposer Debarment

- 1.20.1** Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, County may debar Proposer from bidding or proposing on, or being awarded, and/or performing work on other County agreements 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 County may terminate any or all of Proposer's existing agreements with County, if the Board of Supervisors finds, in its discretion, that Proposer has done any of the following: (1) violated a term of an agreement with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Proposer's quality, fitness or capacity to perform an agreement with

County, any other public entity, or a nonprofit corporation created by 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 County or any other public entity.

- 1.20.2** If there is evidence that the apparent highest ranked Proposer may be subject to debarment, the Department shall notify Proposer in writing of the evidence which is the basis for the proposed debarment, and shall advise Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 1.20.3** The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. Proposer and/or Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Proposer should be debarred, and, if so, the appropriate length of time of the debarment. Proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 1.20.4** After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.20.5** If a Proposer has been debarred for a period longer than five (5) years, that Proposer 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. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Proposer 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 County.
- 1.20.6** The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) Proposer has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon

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

- 1.20.7** The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.20.8** These terms shall also apply to proposed subcontractors of Proposers on County agreements.
- 1.20.9** Appendix H provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

1.21 Gratuities

1.21.1 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 Proposer's provision of the consideration may secure more favorable treatment for Proposer in the award of the Agreement or that Proposer's failure to provide such consideration may negatively affect County's consideration of Proposer's submission. A Proposer shall 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 Agreement.

1.21.2 Proposer Notification to County

A Proposer shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in Proposer's submission being eliminated from consideration.

1.21.3 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.

1.22 County's Quality Assurance Plan

After Agreement award, County or its agent will evaluate Contractor's performance under the Agreement on at least an annual basis. Such evaluation will include assessing Contractor's compliance with all terms in the Agreement and performance standards identified in Appendix B, Statement of Work. Contractor's deficiencies which County determines are severe or continuing and that may jeopardize performance of the Agreement will be reported to County's Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate the Agreement in whole or in part, or impose other penalties as specified in the Agreement.

1.23 County Policy on Doing Business with Small Business

- 1.23.1** County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.
- 1.23.2** The Local Small Business Enterprise Preference Program requires the Company to complete a certification process. This program and how to obtain certification are further explained in Paragraph 1.25, Local Small Business Enterprise Preference Program, of this RFP.
- 1.23.3** The Jury Service Program provides exceptions to the Program if a company qualifies as a Small Business. Further explanation of this Program is provided in Paragraph 1.24, Jury Service Program, of this RFP.
- 1.23.4** County also has a Policy on Doing Business with Small Business that is stated in Appendix F.

1.24 Jury Service Program

The prospective agreement is subject to the requirements of County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read Appendix G, Jury Service Ordinance, and the pertinent jury service provisions of Appendix

A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Paragraph 33.0, Compliance with Jury Service Program, 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.

1.24.1 The Jury Service Program requires Contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

1.24.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has an agreement with County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County agreements or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Agreement is less than \$500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

1.24.3 If a Contractor 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 Contractor must so indicate in Appendix D, Required

Forms, Exhibit D-10, Certification Form and Application for Exception, 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 Contractor's application, County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. County's decision will be final.

1.25 Local Small Business Enterprise Preference Program

- 1.25.1** County will give Local SBE preference during the solicitation process to businesses that meet the definition of a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. A Local SBE is defined as: 1) A business certified by the State of California as a small business, and 2) has had its principal office located in Los Angeles County for at least one year. The business must be certified by the Office of Affirmative Action Compliance as meeting the requirements set forth in 1 and 2 above prior to requesting the Local SBE Preference in a solicitation.
- 1.25.2** To apply for certification as a Local SBE, businesses may register at the Office of Affirmative Action Compliance's web-site at:
<http://oaac.co.la.ca.us/contract/sbemain.html>.
- 1.25.3** Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. Businesses must attach the Local SBE Certification Letter to Appendix D, Required Forms, Exhibit D-7, Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form, with their proposal. 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 Local SBE.
- 1.25.4** Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at **<http://www.pd.dgs.ca.gov/smbus/default>**. Also see Appendix F of this RFP.

1.26 Local Small Business Enterprise (SBE) Prompt Payment Program

It is the intent of County that Certified Local SBEs receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

1.27 Notification to County of Pending Acquisitions/Mergers by Proposing Company

Proposer shall notify County of any pending acquisitions/mergers of their company. This information shall be provided by Proposer on Appendix D, Required Forms, Exhibit D-1, Proposer's Organization Questionnaire/Affidavit. Failure of Proposer to provide this information may eliminate its proposal from any further consideration.

1.28 Transitional Job Opportunities Preference Program

- 1.28.1** In evaluating proposals, County will give preference to businesses that are certified by County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity: 1) that is a non-profit organization recognized as tax exempt pursuant to section 501 (c) (3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to the department with their proposal response to the contracting solicitation for which they are competing; 2) has been in operation for at least one year providing transitional job and the related supportive services to program participants; and 3) provide a profile of their program with a description of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting department.
- 1.28.2** Transitional Job Opportunities vendors must request the preference in their solicitation response and may not receive the preference until their certification has been affirmed by the applicable department. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a Proposer that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.
- 1.28.3** To request the Transitional Job Opportunities Preference, Proposer must complete Appendix D, Required Forms, Exhibit D-11, Transitional Job Opportunities Preference Application, and submit it along with all supporting documentation with their proposal.

1.29 Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in

Appendix I, Safely Surrendered Baby Law, of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

1.30 Proposer's Adherence to County's Child Support Compliance Program

Proposers shall: 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any agreement that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of an agreement or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

1.31 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 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 by completing and submitting Appendix D, Required Forms, Exhibit D-6, Familiarity with the County Lobbyist Ordinance Certification, as part of their proposal.

1.32 Federal Earned Income Credit

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

1.33 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration for agreement award, Proposers shall demonstrate a proven record of hiring participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General

Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for agreement award. Proposers shall complete and return the form provided in Appendix D, Required Forms, Exhibit D-9, Attestation of Willingness to Consider GAIN/GROW Participants, along with their proposal.

1.34 Recycled-Content Paper

Proposer shall be required to comply with County's policy on recycled-content paper as specified in Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Paragraph 32.0, Recycled-Content Paper.

1.35 Confidentiality and Independent Contractor Status

As appropriate, Contractor shall be required to comply with the Confidentiality provision contained in Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Paragraph 3.0, Confidentiality, and Paragraph 41.0, Independent Contractor Status.

1.36 Defaulted Property Tax Reduction Program

Contractor shall be required to comply with the provision contained in Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Paragraph 63.0, Warranty of Compliance with County's Defaulted Property Tax Reduction Program; and Paragraph 64.0, Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program. Reference Appendix K of this RFP.

2.0 PROPOSAL SUBMISSION REQUIREMENTS

This Section contains key project dates and activities as well as instructions to Proposers in how to prepare and submit their proposal.

2.1 County Responsibility

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

2.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at the Sheriff's sole judgment and his judgment shall be final.

2.3 RFP Timetable

The timetable for this RFP is as follows:

- Release of RFP Refer to Bulletin #1
- Request for a Solicitation Requirements Review Due Refer to Bulletin #1
- Written Questions Due by 3:00 p.m. (Pacific Time)..... Refer to Bulletin #1
- Last Day to Confirm Attendance to Mandatory Proposers Conference..... Refer to Bulletin #1
- Mandatory Proposers Conference Refer to Bulletin #1
- Questions and Answers Released Refer to Bulletin #1
- Proposals due by 3:00 p.m. (Pacific Time) Refer to Bulletin #1

The dates may be changed at any time as determined by County. Such changes shall be made through an addendum and posted on the Department's website at http://www.lasdhq.org/lasdhq_contracts/info.html.

2.4 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix E, Transmittal Form to Request a Solicitation Requirements Review, along with supporting documentation, to the Department conducting the solicitation as described in this Section. A request for a Solicitation

Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

- The request for a Solicitation Requirements Review is received by the Department by the date specified in Bulletin #1;
- The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal;
- The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review, and;
- The request for a Solicitation Requirements Review asserts either that:
 - application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - due to unclear instructions, the process may result in County not receiving the best possible responses from Proposers.

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

All Requests for Review should be submitted to:

Los Angeles County Sheriff's Department
Contracts Unit - Room 214
4700 Ramona Boulevard
Monterey Park, California 91754
Attn: Contracts Manager

2.5 Proposers' Questions

Proposers may submit written questions regarding this RFP by mail, fax or e-mail to the Contracts Analyst identified below. All questions must be received by the date specified in Bulletin #1. All questions, without identifying the submitting Proposer, will be compiled with the appropriate answers and issued as an addendum to the RFP. The addendum will be made available to all Proposers that attended the Mandatory Proposers Conference, in addition to being posted on the Department's Website at http://www.lasdhq.org/lasd_contracts/info.html.

When submitting questions, please specify the RFP Paragraph number and page number and quote the passage that prompted the question. This will ensure that

the language at issue can be quickly found in the RFP. County reserves the right to group similar questions when providing answers.

Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage Proposers or, due to unclear instructions, may result in County not receiving the best possible responses from Proposer, should be addressed during the request for a Solicitation Requirements Review, Paragraph 2.4 above.

Questions should be addressed to:

Los Angeles County Sheriff's Department
Contracts Unit – Room 214
4700 Ramona Boulevard
Monterey Park, CA 91754
Attention: Marcelle Murr, Contracts Analyst
Fax #: (323) 415-4389
E-mail address: memurr@lasd.org

2.6 Mandatory Proposers Conference

A **Mandatory Proposers Conference** will be held to discuss the RFP. All Proposers are required to attend. County staff will make a reasonable attempt to respond to questions from potential Proposers at the conference. Written answers to questions will be provided to all Proposers who attended the conference, in addition to being posted on the Department's Website at http://www.lasdhq.org/lasd_contracts/info.html by the date specified in Bulletin #1. All subsequent Bulletins, written answers and any addendum, will supersede verbal responses at the conference.

Potential Proposer's attendee(s) must be full time employee(s) of the potential Proposer, and Proposer must notify Contracts Analyst, Marcelle Murr (memurr@lasd.org) with the number of employees attending the conference by the date and time specified in Bulletin #1. The number of attendees per potential Proposer will be limited to a maximum of three (3) attendees. All attendees must provide a business card to the Contracts Analyst at the time of the Proposers Conference.

Attendance at the conference is mandatory. Proposers should arrive on time and should bring a copy of the RFP. Late arrivals may not be admitted to the conference.

The conference is scheduled as stated in Bulletin #1.

Each attendee must submit a **Security Clearance form** *prior to* the Proposers Conference. The Security Clearance form, with a submission deadline, will be provided to potential Proposers via e-mail after Proposer notifies the Contracts

Analyst of the names of potential Proposer's employee(s) that will be attending the conference.

2.7 Preparation of the Proposal

Proposers must read this RFP carefully and follow all instructions, giving consideration to all requirements and requested documents as set forth herein when submitting their proposals to ensure that errors or omissions do not cause Proposers to be eliminated from consideration.

Each proposal must respond clearly and comprehensively to all requirements of the RFP. Any request lacking a response will be considered "non-responsive." Failure to comply with the proposals instructions may disqualify the proposal. Noncompliant, inadequate, incomplete, or otherwise non-responsive proposals may, in County's sole discretion, result in disqualification or elimination.

County reserves the sole right to judge the content and presentation of the proposals. Any Proposal that deviates from the format, sequence, content, or submission procedure may be rejected without review, in County's sole discretion.

2.8 Proposal Format

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

- Proposer's Organization Questionnaire/Affidavit and Required Support Documentation
- Table of Contents
- Executive Summary (Section A)
- Proposer's Qualifications (Section B)
- Proposer's Background and Experience (Section B.1)
- Proposer's References (Section B.2)
- Proposer's Litigation, Claims, and Judgments (Section B.3)
- Proposer's Financial Capability (Section B.4)
- Proposer's Approach to Provide Required Deliverables and Services (Section C)
- Project Staffing and Roles (Section C.1)
- Proposer's Response to System Requirements (Section C.2)
- Proposer's Response to Maintenance and Support Services (Section C.3)
- Proposed Workflows (Section C.4)

- Proposed Pricing (Section C.5)
- Proposer's Quality Control Plan (Section D)
- Acceptance of/or Exceptions to Terms and Conditions in Sample Agreement and Requirements of the Statement of Work (Section E)
- Proposal Required Forms (Section F)
- Proof of Insurability

2.8.1 **Proposer's Organization Questionnaire/Affidavit and Required Support Documentation**

Proposer shall complete, sign, and date Appendix D, Required Forms, Exhibit D-1, Proposer's Organization Questionnaire/Affidavit. **The person signing the form must be authorized to sign on behalf of Proposer and to bind Proposer in an Agreement.**

Taking into account the structure of Proposer's organization, Proposer shall determine which of the below referenced supporting documents County requires. If Proposer's organization does not fit into one of these categories, upon receipt of the proposal or at some later time, County may, in its discretion, request additional documentation regarding Proposer's business organization and authority of individuals to sign Agreements.

If the below referenced documents are not available at the time of proposal submission, Proposers must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

Required Support Documents:

Corporations or Limited Liability Company (LLC):

Proposer must submit the following documentation with the proposal:

- 1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
- 2) 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.

Limited Partnership:

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.

2.8.2 Table of Contents

The Table of Contents must be a comprehensive listing of material included in the proposal that includes a clear definition of the material, identified by sequential page numbers and by section references (Section A, Section B, etc.) corresponding to the sectioning indicated below.

2.8.3 Executive Summary (Section A)

The proposal shall include an executive summary of Proposer's understanding of the project. The executive summary shall condense and highlight the contents of the proposal to provide the Department with a broad understanding of Proposer's approach, qualifications, experience, and staffing. The executive summary shall be used as the County's orientation to the proposal. The executive summary shall state which approach, COTS-Based or ground-up Wholly Custom System development, is being proposed, pursuant to Section 1.4.5 of this RFP.

2.8.4 Proposer's Qualifications (Section B)

This section of the proposal shall clearly describe Proposer's background, experience, financial stability, resources, and capability to provide the required deliverables and perform the required services. General company information shall be provided for Proposer. The information shall include, at a minimum, the following:

- Location of home office;
- Location of a local Southern California office within 40 miles of the Department's Court Services office at 1000 S. Fremont Ave., Alhambra, California;
- If Proposer currently does not have an office located within the 40-mile radius, then Proposer shall either identify where Proposer plans to establish a local office for this project within thirty (30) days after contract execution, or provide detailed evidence that Proposer will achieve an equivalent level of project communication and coordination (see Appendix A, Sample Agreement, Paragraph 16.2.1, Location);
- The number and type of staff, include support and development staff able to generate spreadsheets and required reports;

- Description in narrative format as to how Proposer's organization is organized to manage projects of the size and complexity of this Agreement. Proposer shall also provide an organization chart;
- Resume(s) of company key personnel with this project, i.e. Contractor Project Director, Contractor Project Manager, Contractor Alternate Project Manager and other key technical staff;
- Proposer must provide names, address, phone number of all authorized to represent and bind company.

In addition to the above, the following sections must be included in Section B, Proposer's Qualifications:

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

This section of the proposal must describe in detail how Proposer meets the minimum requirements stated in Paragraph 1.4, Minimum Mandatory Requirements, of this RFP and has the capability to perform the required services.

B. Proposer's References (Section B.2)

This section of the Proposal must contain the following information using the forms and following the instructions in Appendix D, Required Forms, of this RFP.

► Appendix D, Exhibit D-2, Prospective Contractor References

Part A—List exactly five (5) Primary References. Each of these five Primary References should be a different firm or agency, not just different contacts at the same firm or agency.

Part B—If the five Primary References listed in Part A are sufficient to evidence all Mandatory Minimum Requirements (see Paragraph 1.4 of this RFP), then Part B is not necessary; otherwise list as many Supplemental References as needed to demonstrate that the Mandatory Minimum Requirements are satisfied. Use additional sheets if needed. County may contact these references at its option.

Part C—Matrix to Associate References with Minimum Mandatory Requirements.

All references must be independent and not include a company or individual with an economic interest in Proposer, former employee, partner, or shareholder, or any other

person with a decision-making or influential capacity that would conflict with County's interest. References with an economic interest in Proposer may be rejected and may be a cause for determining that Proposer does not meet the Minimum Mandatory Requirements.

County will make three (3) attempts to contact all five (5) references listed as Primary References on Part A of the Prospective Contractor References form.

If more than five (5) references are needed for Proposer to show that the Minimum Mandatory Requirements have been met, and Proposer has included these Supplemental References on Part B of the Prospective Contractor References form, County may, at its sole option, attempt to contact all or some of the Supplemental References.

County will verify that references are independent and not include a company or individual with an economic interest in Proposer, former employee, partner, or shareholder, or any other person with a decision-making or influential capacity that would conflict with County's interest.

County may, in its sole discretion, reject a reference for any of the following reasons:

- The reference is not verified as independent of Proposer's economic interest (see the above paragraph).
- County is unable to reach the point of contact after three (3) attempts were made.
- The reference's information fails to substantiate Proposer's description of the products or services provided, or the roles taken by specific individuals.
- The reference's information suggests that Proposer has not consistently provided capable, productive, and skilled personnel.

If County's rejection of a reference means that the proposal no longer demonstrates that Proposer meets the Minimum Mandatory Requirements, then County may disqualify the proposal from further review.

► Appendix D, Exhibit D-3, Prospective Contractor List of Contracts—list all public entities and County contracts for which

Proposer (prospective contractor) has provided service within the last three (3) years. It is not necessary to repeat listings for items referenced in Exhibit D-2.

► Appendix D, Exhibit D-4, Prospective Contractor List of Terminated Contracts—list all contracts that have been terminated within the past three (3) years.

C. Proposer's Litigation, Claims, and Judgments (Section B.3)

Proposer shall identify litigation in which Proposer is involved, or judgments against Proposer in the past five (5) years. Proposer must provide a statement describing the size and scope of any pending or threatened litigation against Proposer or principals of Proposer.

If a Proposer has no pending or threatened litigation or judgments, then a statement stating so must be provided in this section.

Failure or refusal to report pending litigation, threatened litigation, or judgments may result in Proposer being found non-responsive, and the proposal may be eliminated from future review at County's absolute and sole discretion.

D. Proposer's Financial Capability (Section B.4)

Proposer shall provide copies of Proposer's **AUDITED** financial statements for fiscal years 2010 (if available), 2009, 2008, and 2007 (if 2010 is not available), prepared in compliance with Generally Accepted Accounting Principles (GAAP). Income Tax Returns shall not be accepted to meet these requirements. **Financial statements will be kept confidential if so stamped on each page.**

Failure or refusal to submit complete audited financial statements may result in the proposal being found non-responsive and rejected without further review in County's sole and absolute discretion.

2.8.5 Proposer's Approach to Provide Required Deliverables and Services (Section C)

Proposer shall present a detailed description of the methodology and technical architecture Proposer will use to meet Agreement Work requirements. Proposer shall describe in detail how the services will be performed to meet the intent of Appendix B, Statement of Work. This section must include, but is not limited to, each element of Appendix B, Statement of Work (in the same order as identified in Appendix B, Statement of Work), how the Work or requirements will be performed or

met and what resources (staffing, equipment) Proposer has or plans to have to perform the Work or meet the requirements, including management and training for the staff performing the required Work. If the Implementation Phase is proposed to be subdivided into cycles, as indicated in Paragraph 16 of Appendix B, Statement of Work, the proposal shall indicate which features and functions are to be implemented in each cycle.

Reiteration of the requirements of the Appendix A, Sample Agreement, and Appendix B, Statement of Work, without further discussion, is not sufficient.

Information in this section of the proposal must be consistent with the information in the Pricing Breakdown Spreadsheet in Section C.5 of the proposal.

A. Project Staffing and Roles (Section C.1)

Proposer shall indicate (a) the major roles to be staffed, mapped to the staff roles indicated in Paragraph 1.4.2, Key Staff Proposed, and (b) the individuals Proposer will staff in those roles. It is Proposer's responsibility to ensure that the proposed staffing meets the Minimum Mandatory Requirements in Paragraph 1.4.3, Proposer's Key Staff Members' Experience, and to include in the appropriate sections of the proposal sufficient information to evidence that experience.

B. Proposer's Response to System Requirements (Section C.2)

Proposer must complete and include a response to each of the requirements of the ACES system, listed in Appendix B, Statement of Work, Exhibit B-2, Technical Requirements; Exhibit B-3 Functional Requirements; and Exhibit B-4, General Requirements.

Proposers must enter these responses into the System Requirements Matrix Spreadsheet, which is a Microsoft Excel file, to identify how each of County's requirements will be addressed. Appendix L of this RFP is the Excel (xls) file that serves as the form for Proposers to use for their System Requirements Matrix Spreadsheet responses. County will make this Excel file available on the Department's website. Proposers must (a) download the Excel file, (b) enter their responses into the Excel spreadsheet form, (c) include the completed spreadsheet as an Excel file on the CD submitted, and (d) embed a readable view of the spreadsheet in Section C.2 of the proposal.

Proposers shall (a) select a single response code in the RESPONSE column for every numbered requirement, and (b) enter

additional information in the COMMENTS column as called for in the instructions. The Proposer shall not otherwise alter the spreadsheet or enter data elsewhere in the spreadsheet. **Any item that does not contain one (and only one) of the standard response codes may decrease the Proposer's score when the proposal is evaluated.**

The proposal must provide sufficient assurance to County that Proposer understands each of the requirements as written, and is capable of implementing a solution that delivers the proposed features.

Contractor will be held accountable for delivering a System consistent with the response to the System Requirements Matrix in Contractor's proposal.

C. Proposer's Response to Maintenance and Support Services (Section C.3)

Proposer must provide specific details of maintenance schedule and support provided within specific time frames including services that will be supplied according to Appendix B, Statement of Work, Exhibit B-5, Maintenance and Support Services.

D. Proposed Workflows (Section C.4)

Appendix B, Statement of Work, Exhibit B-7, Workflows, shows County's initial vision for ACES from the perspective of day-to-day user activities and business events. The proposal must describe in detail:

- The extent to which the implemented system will conform to these workflows;
- Wherever different workflows are proposed, the differences between what is shown in Appendix B, Statement of Work, Exhibit B-7, Workflows, and what is proposed; and
- The underlying technical approach to workflows—the mechanisms by which work will be guided and tracked along a pre-defined sequence of steps, with handoffs from one user to another.

E. Proposed Pricing (Section C.5)

Proposer shall provide clear pricing consistent with Paragraph 1.7, Agreement Price, of this RFP. This shall include:

- Fixed Price for the Implementation Phase
- Fixed Annual Prices for the first five (5) years of the Post-Implementation Phase
- Fixed Annual Prices for the three (3) one-year Option Terms

This fixed price must include applicable sales taxes, incidental costs, travel expenses, shipping, and other costs. County will not reimburse Contractor for any additional costs incurred in the performance of this work.

In addition to stating a firm fixed price for the Implementation Phase, Proposer must include a Pricing Breakdown Spreadsheet (Appendix M of this RFP) showing a detailed breakdown of the pricing. The purpose of the Pricing Breakdown Spreadsheet is to assist County in understanding Proposer's approach in cost-benefit terms. County will make this form available as an Excel file. Proposers must (a) download the Excel file, (b) enter their pricing information into the Excel spreadsheet form, (c) include the completed Pricing Breakdown Spreadsheet as an Excel file on the CD submitted, and (d) embed a readable view of the spreadsheet in the hard copy and PDF copy of the proposal, in Proposal Section C.5. County may, at its option, ignore material not readable on the hard copy of the proposal. The Pricing Breakdown Spreadsheet is divided into Parts A through G, on multiple tabs (worksheets).

If County is to purchase additional items from third parties, needed for implementation and/or post-implementation maintenance and support, these third-party items and their costs must be itemized in Part E of the Pricing Breakdown Spreadsheet.

Proposer shall guarantee the costs stated in the Pricing Breakdown Spreadsheet, including costs for third-party items. Proposer, NOT County, shall be responsible for any excess cost over the stated costs for each of these items, and for the cost of any additional items needed for the system to meet system requirements and specifications.

Please note:

- The Pricing Breakdown Spreadsheet requires Proposer to itemize the cost of deliverables, but is not a payment schedule.

- Appendix A, Sample Agreement, Exhibit C, Price and Schedule of Payments—is **NOT** a form to be submitted with the proposal, but is a payment schedule to be incorporated into the selected Contractor's Agreement.

2.8.6 Proposer's Quality Control Plan (Section D)

Proposer shall present a comprehensive Quality Control Plan to be utilized by Proposer as a self-monitoring tool to ensure the required services are provided as specified in Appendix B, Statement of Work.

The following factors shall be included in the plan, but shall not be limited to:

- Activities to be monitored to ensure compliance with **all** Agreement requirements including, but not limited to, complaints and timeframe on response to the complaint; quality-control measures to guard against errors; and
- Monitoring methods to be used; and
- Frequency of monitoring; and
- Samples of forms to be used in monitoring including tracking, personnel security issues, and security measures to guard against errors; and
- Title/level and qualifications of personnel performing monitoring functions; and
- Documentation methods of all monitoring results, including any corrective action taken.

2.8.7 Acceptance of/or Exceptions to Terms and Conditions in Sample Agreement and Requirements of the Statement of Work (Section E)

- A. It is the duty of every Proposer to thoroughly review Appendix A, Sample Agreement, including Exhibit A, Additional Terms and Conditions; and Appendix B, Statement of Work, to ensure compliance with all terms, conditions, and requirements. It is County's expectation that in submitting a proposal Proposer will accept, as stated, County's terms and conditions in Appendix A, Sample Agreement, including Exhibit A, Additional Terms and Conditions, and County's requirements in Appendix B, Statement of Work. Unless expressed otherwise by Proposer in its proposal, each Proposer is deemed to have accepted, as stated, County's terms and conditions in Appendix A, Sample Agreement, including

Exhibit A, Additional Terms and Conditions, and County's requirements in Appendix B, Statement of Work. However, Proposers are provided the opportunity to take exceptions to County's terms, conditions, and requirements only in Section E of its proposal subject to the terms stated below.

- B. Section E of Proposer's response must include:
1. A statement offering Proposer's acceptance of or exceptions to all terms and conditions listed in Appendix A, Sample Agreement, including Exhibit A, Additional Terms and Conditions; and
 2. A statement offering Proposer's acceptance of or exceptions to all requirements listed in Appendix B, Statement of Work; and
 3. For each exception, Proposer shall provide:
 - A citation by specific document, section, and page number for each exception;
 - An explanation of the reason(s) for the exception;
 - The proposed alternative language as a "redline" against the original language for County's consideration; and
 - A description of the impact, if any, to the project workplan, resources, deliverables, cost, schedule, etc.
- D. Failure to adhere to the above procedure may at County's discretion render the proposal non-responsive. County relies on this procedure to evaluate and consider Proposer's exceptions. Any proposer that fails to make timely exceptions as required herein may be barred, at County's sole discretion, from later making such exceptions.
- E. County reserves the right to determine if Proposer's exceptions are substantially material so as to deem the proposal non-responsive and not subject to further evaluation or to deduct points in the evaluating the proposal.
- F. County reserves the right to make changes to Appendix A, Sample Agreement, including Exhibit A, Additional Terms and Conditions; and Appendix B, Statement of Work; including any attachments and Exhibits at its sole discretion.

2.8.8 Proposal Required Forms (Section F)

Section F of the proposal shall include the following forms as provided in Appendix D, Required Forms, of this RFP. Proposer shall complete, sign, and date all forms. The person signing all forms must be authorized to sign on behalf of the Proposer and to bind Proposer in an Agreement. Forms may be expanded, as necessary, to provide complete responses.

Exhibit D-5—Certification of No Conflict of Interest

Proposer must certify that no employee, who prepared or participated in the preparation of the proposal, is within the purview of County Code Section 2.180.010.

Exhibit D-6—Familiarity with the County Lobbyist Ordinance Certification

Proposer must certify that Proposer is familiar with the requirements of the County Lobbyist Ordinance and that all persons acting on behalf of Proposer comply with the ordinance during the RFP process and otherwise.

Exhibit D-7—Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information

Proposer shall complete the form and attach it and the Local SBE Certification letter issued by the Los Angeles County Office of Affirmative Action Compliance to the proposal.

Note: Proposer must already be certified as a Local SBE prior to proposal submission to be eligible to request that the proposal be considered for the Local SBE Preference.

Exhibit D-8—Proposer's EEO Certification

Proposer must certify compliance with EEO laws, regulations, and policies.

Exhibit D-9—Attestation of Willingness to Consider GAIN/GROW Participants

Proposer must demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Proposer shall also attest to a willingness

to provide employed GAIN/GROW participants access to Proposer's employee mentoring program, if available.

**Exhibit D-10—Contractor Employee Jury Service Program -
Certification Form and Application for Exception**

Proposer shall complete and submit this form with the proposal. If Proposer is requesting an exception to this program, Proposer shall submit all necessary documents to support the request.

**Exhibit D-11—Transitional Job Opportunities Preference
Application *(if submitted)***

Proposer shall complete and submit this form with the proposal and provide all supporting documents, if applicable.

**Exhibit D-12—Defaulted Property Tax Reduction Program -
Certification Form and Application for Exception**

Proposer shall complete and submit this form with the proposal. If Proposer is requesting an exception to this program, Proposer shall submit all necessary documents to support the request.

**Exhibit D-13—Certification of Independent Price Determinations &
Acknowledgement of RFP Restrictions**

Proposer shall complete and submit this form with the proposal.

2.8.9 Proof of Insurability (Section G)

Proposer must provide proof of insurability that meets all insurance requirements set forth in Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Paragraph 13.0, Indemnification and Insurance. If a Proposer does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should Proposer be awarded an Agreement must be submitted with the proposal.

2.9 Proposal Submission

2.9.1 Submission of More Than One Proposal

A Proposer, at its option, may submit (a) one proposal that fits into either one of the categories (COTS-Based Proposal or Wholly Custom Proposal) defined in Paragraph 1.4.5 of this RFP, or (b) two proposals,

one proposal that fits into the first category, and the other proposal that fits into the second category defined in Paragraph 1.4.5 of this RFP.

2.9.2 Paper and Electronic Copies of Each Proposal

The proposal submission must contain the following materials:

- The “original copy” of the proposal, including hard copy of all Excel spreadsheets embedded in the appropriate sections of the proposal
- Five (5) numbered photocopies of the proposal, including hard copies of all Excel spreadsheets embedded in the appropriate sections of the proposal
- A CD or DVD containing:
 - The proposal as a single, self-contained PDF file
 - The filled-out System Requirements Matrix Spreadsheet as a Microsoft Excel file (see Appendix L)
 - The filled-out Pricing Breakdown Spreadsheet as a Microsoft Excel file (see Appendix M)

2.9.3 Packaging and Delivery of Each Proposal

The proposal must be submitted in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of Proposer and bear the words:

"REQUEST FOR PROPOSALS (RFP) FOR
AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)
RFP NO. 399-SH-2011"

The proposal(s) shall be delivered or mailed to:

Los Angeles County Sheriff's Department
Contracts Unit – Room 214
4700 Ramona Boulevard
Monterey Park, California 91754
Attention: Marcelle Murr, Contracts Analyst

It is the sole responsibility of the submitting Proposer to ensure that its proposal is received before the submission deadline specified in Bulletin #1 or any future bulletin modifying such submission deadline. Submitting Proposers shall 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 specified in Bulletin #1 or any future bulletin modifying such submission deadline, 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.

All proposals shall be firm offers and may not be withdrawn for a period of two hundred seventy (270) days following the proposal submission deadline. In the event County is unable to complete successful negotiations and enter into an Agreement within the two hundred seventy (270) day period, County may request that all Proposers extend their offers for a period of time thereafter. In that event, any Proposer unwilling to extend its offer may be removed from consideration.

2.10 Proposal Withdrawals and Corrections

Proposer may withdraw its proposal at any time prior to the date and time which is set forth herein as the deadline for acceptance of proposals, upon written request to:

Los Angeles County Sheriff's Department
Contracts Unit - Room 214
4700 Ramona Boulevard
Monterey Park, California 91754
Attention: Contracts Manager

If County determines at any time that there are one or more errors (e.g., clerical or arithmetic errors) or missing information in any submitted proposal, County, in its sole discretion, may request in writing that the particular Proposer submit a written correction of the applicable portions of its proposal within a County-specified time period and in compliance with all County instructions as set forth in the request, including instructions regarding content and format. Proposer agrees to comply with all County instructions as set forth in the request. Proposer understands and agrees that any such correction shall be limited to correcting errors or submitting missing information identified by County, and shall be considered part of the proposal for all purposes including proposal evaluation. If Proposer fails to submit such correction or missing information within the County-specified time period, the proposal shall stand as written.

3.0 SELECTION PROCESS AND EVALUATION CRITERIA

3.1 Selection Process

County will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. County reserves the sole right to judge the contents and presentation of the proposals submitted in response to this RFP and to review, evaluate, and select the successful proposal(s), if any. Evaluations will be based upon the information provided in the proposals and such other information, as County deems appropriate.

County reserves the right to reject any or all of the proposals received, or to cancel this RFP, at any time during the selection process.

3.1.1 Pass/Fail Evaluation

The selection process will begin with receipt of the proposal as specified in Bulletin #1 or any future bulletin modifying such submission deadline. County will determine which proposals were properly submitted by the deadline, and these will then be evaluated based on pass/fail criteria (see Paragraphs 3.2 below).

County reserves the right to waive any minor irregularities or immaterial defects in proposals as determined by County. Where County waives any minor irregularities or immaterial defects, such waiver shall in no way modify RFP requirements or excuse Proposer from compliance with RFP specifications and other contract requirements if Proposer is awarded any resultant Agreement.

3.1.2 Scored Evaluation

For those proposals that pass the pass/fail evaluation, an Evaluation Committee, selected by the Department, will score proposals based on the following evaluation factors and weights:

Proposer's Qualifications	10%
System Requirements Matrix	35%
Proposer's Approach to Providing Services and Deliverables ...	10%
Proposed Workflows.....	15%
Proposed Pricing.....	30%

These factors are discussed in Paragraph 3.4 below.

Scores for each evaluation factor will be weighted as indicated above, and a total score will be calculated for each proposal. All proposals will be scored and ranked in numerical sequence from high to low.

In order to bring the appropriate level of proficiency to the selection process, County may utilize the services of appropriate subject matter experts to assist in the evaluation process.

3.1.3 Interviews, Demonstrations, and Site Visits

The Evaluation Committee may decide to interview firms with the top-rated proposals, hold software demonstrations, and/or visit customer sites to validate and refine the proposal evaluations. The Evaluation Committee may adjust scores dependent on the outcome of the interviews and demonstrations.

It is understood that the demonstrations showcase only the resources each Proposer will bring as a preliminary starting point for ACES development, not the finished system. However, the demonstrations and interviews are expected to include discussions that will clarify the features and capabilities of the finished system proposed.

In order to accomplish the above objectives for the interviews and demonstrations, the Evaluation Committee will (a) develop interview agendas, (b) identify particular features and capabilities to be demonstrated, and (c) develop use cases (scenarios describing a hypothetical sequence of business events) to be demonstrated. These will be focused on:

- Evaluating key features that Proposer indicated can be delivered by implementing pre-existing application software (if this is proposed)
- Assessing the major uncertainties and risks in each proposal
- Assessing Proposer's knowledge of civil law enforcement business processes

The interview/demonstration agendas and use cases will be developed after the top-rated proposals have been identified, and will be sent to Proposers in advance of the interview/demonstration sessions. County will notify the selected Proposers of the date, time, location, and other details for their interviews and demonstrations.

Proposers' interview/demonstration team should consist of Proposer's proposed Contractor Project Director and/or Contractor Project Manager and staff who will be committed to the project. A corporate manager (who may not be on the team) who can commit to Proposer's resources and enter into contracts on Proposer's behalf may also be present.

During the demonstration, the Evaluation Committee, as well as other subject-matter experts (SMEs), may ask questions.

3.1.4 Negotiations with Selected Proposer(s)

After a prospective Contractor has been selected, County and the prospective Contractor will negotiate an Agreement for submission to the Board of Supervisors for its consideration and possible approval. If a satisfactory agreement cannot be negotiated, County may, at its sole discretion, begin contract negotiations with the next-highest scoring Proposer who submitted a proposal, as determined by County. County additionally reserves the right, in its sole discretion, to enter into simultaneous negotiations with more than one Proposer, at the same time or separate times, and to terminate negotiations with any Proposer with which it is negotiating, at any time, also as determined by County.

The recommendation to award an Agreement will not bind the Board of Supervisors to award an Agreement to the prospective Contractor.

County retains the right to select a Proposer other than the Proposer receiving the highest number of points if County determines, in its sole discretion, another Proposer is the most overall qualified, cost-effective, responsive, responsible and in the best interests of County. For example, this could occur in situations where County discovers problems (e.g., insolvency, contract default, state or county solicitation, unrealistic pricing, or any business practice) that could prevent Proposer from fulfilling its contractual obligations. The Proposers not selected will be so notified.

3.2 Pass/Fail Criteria

3.2.1 Adherence to Minimum Mandatory Requirements (Pass/Fail)

County shall review Appendix D, Required Forms, Exhibit D-1, Proposer's Organization Questionnaire/Affidavit, and Exhibit D-2, Prospective Contractor References, along with the relevant supporting documentation in the proposal, to determine if Proposer meets the Minimum Mandatory Requirements as outlined in Paragraph 1.4 of this RFP.

3.2.2 Adherence to Format (Pass/Fail)

A proposal must adhere to the specific format requirements outlined in Paragraph 2.0, Proposal Submission Requirements, of this RFP. Each section must be specifically labeled and in the same order as given in Paragraph 2.0, Proposal Submission Requirements. Failure of Proposer to adhere to this format may eliminate its proposal from any further consideration. County may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

3.3 Disqualification Review

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

Upon receipt of the written determination of non-responsiveness, 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 the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Disqualification Review is a Proposer;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. The request for a Disqualification Review asserts that the Department'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 shall be completed and the determination shall be provided to the requesting Proposer, in writing, prior to the conclusion of the evaluation process.

3.4 Scored Evaluation Criteria

Proposals that pass the pass/fail evaluation will be scored based on the evaluation factors listed below. A score will be calculated for each evaluation factor, a composite score totaling up to 100% of the maximum allowable points will be calculated for each proposal, and the proposals will be ranked in numerical sequence from high to low. The procedures used to score each evaluation factor are described below at a general level. Specific scoring instruments and reference interview sheets have been developed based upon these guidelines.

3.4.1 Proposer's Qualifications (10%)

County will review information contained in Proposal Section B (see Paragraph 2.8.4 of the RFP), and utilize information provided by Proposer's references (see Appendix D, Required Forms, Exhibit D-2, Prospective Contractor References; the completed form to be included in Proposal Section B.2) to evaluate Proposer qualifications. In the interviews, if conducted, Proposers will be asked questions to assess

their knowledge of civil law enforcement business processes, and this will factor into County's evaluation of Proposer's Qualifications.

In addition to the references provided, a review will include the County's Contract Database, if applicable, reflecting past performance history on County contracts, and a review of terminated contracts.

A review will be conducted to determine the magnitude of any threatened or pending litigation or judgments against Proposer as provided in Proposal Section B.3, Proposer's Pending Litigation and Judgments.

Proposers will be evaluated on financial stability and financial capability to perform the required services based upon the audited financial statement provided in Proposal Section B.4, Proposer's Financial Capability. A subject-matter expert will be utilized to evaluate the financial stability of Proposer.

3.4.2 System Requirements Matrix (35%)

County will use an algorithm to score the System Requirements Matrix Spreadsheet (Microsoft Excel file submitted as part of the proposal, which corresponds to Proposal Section C.2, Proposer's Response to System Requirements). Requirements with greater impact on the business will be given greater weight in calculating the score.

County reserves the right to adjust the score on the System Requirements Matrix based on consistency with other material in the proposal and information obtained in reference checks, software demonstrations, and interviews during the proposal evaluation process.

The System Requirements Matrix is intended to assess (a) the usefulness and reliability of the System to be delivered within the scope of the fixed price proposed, and (b) the degree of custom programming proposed. If County, in its sole judgment, believes that Proposer has understated the amount of custom development needed to fully meet a requirement, then County may adjust the score to indicate that the requirement will NOT be met within the fixed price proposed.

3.4.3 Proposer's Approach to Providing Services and Deliverables (10%)

Proposer will be evaluated on its detailed description of the methodology to be used to meet County's requirements based on the information provided in Proposal Section C, Proposer's Approach to Provide Required Services, Section C.3, Proposer's Response to Maintenance and Support Services, and Section D, Proposer's Quality Control Plan. County may also use information obtained in reference checks in scoring this factor.

3.4.3.1 Acceptance of/or Exceptions to Terms and Conditions of the Sample Agreement and/or Requirements of the Statement of Work

County will also consider Proposer's willingness to accept the Terms and Conditions outlined in Appendix A, Sample Agreement, including Exhibit A, Additional Terms and Conditions; and Appendix B, Statement of Work, as stated in proposal Section E, Acceptance of/or Exceptions to Terms and Conditions in Sample Agreement and Requirements of the Statement of Work. County may disqualify the proposal if the exceptions are material enough to deem the proposal non-responsive.

Proposers are further notified that County may, in its sole determination, disqualify any Proposer with whom County cannot satisfactorily negotiate an Agreement.

3.4.4 Proposed Workflows (15%)

Proposer will be evaluated on the extent to which business processes will be improved by the proposed workflow capabilities of the ACES system and the proposed workflows to be implemented, based on information provided in Proposal Section C.4, Proposed Workflows.

3.4.5 Proposed Pricing (30%)

The maximum number of possible points will be awarded to the lowest-cost proposal. All other proposals will be compared to the lowest cost proposal among those proposals that meet the pass/fail criteria and points awarded accordingly.

Should one or more of the Proposers request and be granted the Local SBE Preference and/or Transitional Job Opportunities Preference, the Proposed Cost points will be adjusted as follows:

Local SBE Preference: Five percent (5%) of the lowest proposed price (among proposals meeting pass/fail criteria) will be calculated, and that amount (up to a maximum of \$50,000) will be subtracted from the proposed price submitted by each Proposer who requested and were granted the Local SBE Preference. This calculation is used only to determine the winning proposal and does not affect the actual price proposed.

Transitional Job Opportunities Preference: Five percent (5%) of the lowest proposed price (among proposals meeting pass/fail criteria) will be calculated and that amount will subtracted from to the proposed price submitted by each Proposer who requested and were granted the Transitional Job Opportunities Preference. This calculation is used only

to determine the winning proposal and does not affect the actual price proposed.

County reserves the right to adjust the cost score based on consistency with other information contained in the proposal and interviews during the proposal evaluation process.

3.5 Department's Proposed Contractor Selection Review

3.5.1 Departmental Debriefing Process

Upon completion of the evaluation, the Department shall notify the remaining Proposers in writing that the Department 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 the Department'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 shall be debriefed only on its response. Because agreement negotiations are not yet complete, responses from other Proposers shall not be discussed, although the Department may inform the requesting Proposer of its relative ranking.

During or following the Debriefing, the Department will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (see Paragraph 3.5.2 below), if the requesting Proposer is not satisfied with the results of the Debriefing.

3.5.2 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 Section may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as shall be specified by the Department.

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:

1. The person or entity requesting a Proposed Contractor Selection Review is a Proposer;
2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);

3. 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:
 - a. The Department materially failed to follow procedures specified in its solicitation document. This includes:
 - i. Failure to correctly apply the standards for reviewing the proposal format requirements.
 - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
 - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
 - b. The Department made identifiable mathematical or other errors in evaluating proposals, resulting in Proposer receiving an incorrect score and not being selected as the recommended contractor.
 - c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
 - d. Another basis for review as provided by state or federal law.
4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, 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 Department representative shall issue a written decision to Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the Agreement award recommendation is to be heard by the Board. The written decision shall additionally instruct Proposer of the manner and timeframe for requesting a review by a County Review Panel (see Paragraph 3.5.3 below).

3.5.3 County Review Panel Process

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

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

1. The person or entity requesting review by a County Review Panel is a Proposer;
2. The request for a review by a County Review Panel is submitted timely (i.e., by the date and time specified by the Department); and
3. The person or entity requesting review by a County Review Panel has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from the Department's written decision and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Paragraph 3.7.2 above.

Upon completion of the County Review Panel's review, the Panel will forward its report to the Department, which will provide a copy to Proposer.

**COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT
AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)
REQUEST FOR PROPOSALS
RFP# 399-SH**

**APPENDIX A:
SAMPLE AGREEMENT**

[AGREEMENT TITLE]

FOR

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

[_____]

Notice to Proposers

This document is a sample agreement which includes many of County's contracting requirements as of the issuance of this Request for Proposals (RFP). County makes no representation or warrant that all of the provisions in this sample agreement will be included in any resultant agreement, that such provisions will not be modified in any resultant agreement, or that other provisions will not be included in any resultant agreement.

**AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
[_____]**

Table of Contents

1. AGREEMENT AND INTERPRETATION	1
1.1 Agreement	1
1.2 Interpretation.....	1
1.3 Additional Terms and Conditions	3
1.4 Construction.....	3
2. DEFINITIONS.....	3
3. ADMINISTRATION OF AGREEMENT – COUNTY	14
3.1 County Project Director.....	14
3.2 County Project Manager	14
3.3 Consolidation of Duties	15
3.4 County Personnel	16
4. ADMINISTRATION OF AGREEMENT – CONTRACTOR.....	16
4.1 Contractor Project Director	16
4.2 Contractor Project Manager.....	16
4.3 Approval of Contractor's Staff	17
4.4 Project Status Reporting by Contractor.....	18
5. WORK	18
5.1 General	18
5.2 Approval of Work	18
5.3 Unapproved Work.....	19
5.4 Final System Acceptance	19
6. CHANGE NOTICES, CHANGE ORDERS, AND AMENDMENTS.....	20
7. TERM	22
8. PRICES AND FEES	22
8.1 General	22
8.2 Maximum Contract Sum	22
8.3 Pool Dollars	23
8.4 Taxes.....	23
8.5 Service Credits	23
8.6 Notification When 75% of Maximum Contract Sum Incurred	24
9. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS.....	24

10. INVOICES AND PAYMENTS	25
10.1 Approval of Invoices	25
10.2 Detail.....	25
10.3 No Out-of-Pocket Expenses	25
10.4 Contractor Responsibility	25
10.5 Invoice Discrepancy Report.....	25
10.6 County's Right to Withhold Payments.....	26
10.7 Holdbacks.....	26
11. LIQUIDATED DAMAGES	26
12. NOTICES	28
13. ARM'S LENGTH NEGOTIATIONS.....	28
14. OWNERSHIP AND LICENSE.....	29
14.1 Hardware Ownership	29
14.2 Software Ownership and License	29
14.3 Source Code and Documentation.....	30
15. SYSTEM SOFTWARE WARRANTY	30
15.1 Warranty Services and Warranty Periods.....	30
15.2 Warranty Service Response	31
15.3 Notification of Deficiencies for Warranty Services	32
15.4 Breach of Warranty Obligations.....	32
16. WORK QUALITY/FURTHER WARRANTIES	33
16.2 Location	39
16.3 Performance Security	39
17. THIRD PARTY SOFTWARE	39
18. MAINTENANCE AND SUPPORT.....	40
19. OTHER PROFESSIONAL SERVICES AND ADDITIONAL SOFTWARE	41
20. PRODUCTION USE	41
21. PROHIBITION AGAINST DELEGATION AND ASSIGNMENT; CONTINUOUS PRODUCT SUPPORT	42
21.1 Limitation on Assignment.....	42
21.2 Changes of Control.....	42
21.3 Termination.....	42
21.4 Continuous Product Support.....	42
22. SURVIVAL.....	44

EXHIBITS

- EXHIBIT A ADDITIONAL TERMS AND CONDITIONS
- EXHIBIT B STATEMENT OF WORK—see Appendix B in the RFP; this is not attached to this Sample Agreement but it will be Exhibit B in the executed agreement
- EXHIBIT B-1 BACKGROUND
- EXHIBIT B-2 TECHNICAL REQUIREMENTS
- EXHIBIT B-3 FUNCTIONAL REQUIREMENTS
- EXHIBIT B-4 GENERAL REQUIREMENTS
- EXHIBIT B-5 MAINTENANCE AND SUPPORT SERVICES
- EXHIBIT B-6 PROCESS FOR RECEIVING, REVIEWING, AND ACCEPTING DELIVERABLES.
- EXHIBIT B-7 WORKFLOWS
- EXHIBIT C PRICE AND SCHEDULE OF PAYMENTS
- EXHIBIT D CONTRACTOR’S EEO CERTIFICATION—see Appendix D, Exhibit D-8 in the RFP; this is not attached to this Sample Agreement but it will be Exhibit D in the executed agreement
- EXHIBIT E1 CONTRACTOR’S EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
- EXHIBIT E2 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
- EXHIBIT F SAFELY SURRENDERED BABY LAW—see Appendix I in the RFP; this is not attached to this Sample Agreement but it will be Exhibit F in the executed agreement
- EXHIBIT G JURY SERVICE ORDINANCE—see Appendix G in the RFP; this is not attached to this Sample Agreement but it will be Exhibit G in the executed agreement
- EXHIBIT H DEFAULTED PROPERTY TAX REDUCTION PROGRAM—see Appendix K in the RFP; this is not attached to this Sample Agreement but it will be Exhibit H in the executed agreement
- EXHIBIT I TASK/DELIVERABLE ACCEPTANCE CERTIFICATE
- EXHIBIT J REQUEST FOR PROPOSALS (RFP) #399-SH (incorporated by reference)
- EXHIBIT K CONTRACTOR’S PROPOSAL FOR RFP #399-SH (incorporated by reference)

**AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
[_____]**

THIS AGREEMENT ("Agreement") is entered into as of the Effective Date by and between the County of Los Angeles ("County") and [_____], a [_____] organized under the laws of [_____], located at [_____] ("Contractor"), to provide Automated Civil Enforcement System for the Los Angeles County Sheriff's Department ("Department").

RECITALS

WHEREAS, County, through the Department, desires to engage Contractor for the provision of an Automated Civil Enforcement System ("ACES") for the Department's Court Services Division;

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge and technical competence and sufficient staffing to provide such ACES; and

WHEREAS, this Agreement is authorized pursuant to California Government Code Section 31000 and otherwise.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

1. AGREEMENT AND INTERPRETATION

1.1 Agreement

This base document along with Exhibits A through I attached hereto, Exhibits J and K not attached hereto, any attachments attached hereto or thereto, and any fully executed Change Order or Amendment from time to time hereto or thereto, all described in Paragraph 1.2 (Interpretation) below and incorporated herein by reference, collectively constitute and throughout and hereinafter are referred to as the "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

1.2 Interpretation

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, Subtask, Deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits and any attachments thereto, according to the priority listed below:

1.2.1 Exhibit A – Additional Terms and Conditions

1.2.2 Exhibit B – Statement of Work

Exhibit B-1 – Background

Exhibit B-2 – Technical Requirements

Exhibit B-3 – Functional Requirements

Exhibit B-4 – General Requirements

Exhibit B-5 – Maintenance and Support Services

Exhibit B-6 – Process for Receiving, Reviewing, and
Accepting Deliverables

Exhibit B-7 – Workflows

1.2.3 Exhibit C – Price and Schedule of Payments

1.2.4 Exhibit D – Contractor's EEO Certification

1.2.5 Exhibit E1 – Contractor's Employee Acknowledgement and
Confidentiality Agreement

1.2.6 Exhibit E2 – Contractor's Non-Employee Acknowledgment and
Confidentiality Agreement

1.2.7 Exhibit F – Safely Surrendered Baby Law

1.2.8 Exhibit G – Jury Service Ordinance

1.2.9 Exhibit H – Defaulted Property Tax Reduction Program

1.2.10 Exhibit I – Task/Deliverable Acceptance Certificate

1.2.11 Exhibit J – Request for Proposals (RFP) #399-SH (incorporated by
reference)

1.2.12 Exhibit K – Contractor's Proposal for RFP #399-SH (incorporated
by reference)

1.3 **Additional Terms and Conditions**

Without limiting the generality of Paragraph 1.1 (Agreement), attached hereto as Exhibit A (Additional Terms and Conditions), and incorporated by reference herein, are additional terms and conditions to this Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.

1.4 **Construction**

1.4.1 The words “herein”, “hereof”, and “hereunder” and words of similar import used in this Agreement refer to this Agreement, including all annexes, attachments, Exhibits, and schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words “including”, “for example”, “e.g.”, “such as”, “etc.”, or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions and Paragraph headings used in the Agreement are for convenience only and are not a part of the Agreement and shall not be used in construing the Agreement.

1.4.2 References in this Agreement to Application Software, Baseline Application Software, Infrastructure Software, Additional Software, System Hardware, System Software, Third Party Software, Custom Programming, Interfaces, Additional Interfaces, Data Conversions, or the System may include one or more Components or modules thereof, or the entirety of such Application Software, Baseline Application Software, Infrastructure Software, Additional Software, System Hardware, System Software, Third Party Software, Custom Programming, Interfaces, Additional Interfaces, Data Conversions, or System, as the case may be, in or comprising the System.

1.4.3 References in this Agreement to Federal, State and/or other governmental statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies, including those copies of which are attached to this Agreement, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies as amended from time to time.

2. **DEFINITIONS**

The following terms and phrases in quotation marks and with initial letters capitalized shall have the following specific meaning when used in this Agreement, throughout and hereafter.

- 2.1 "Acceptance" shall mean County's written approval of any and all Work provided by Contractor to County in accordance with Exhibit B-6 (Process for Receiving, Reviewing, and Accepting Deliverables).
- 2.2 "Acceptance Test(s)" or "Acceptance Testing" shall mean a formal process to thoroughly assess System functionality, reliability, performance capability, and conformance with requirements, as further described in Task 9 (System Integration Testing), Task 10 (User Acceptance Testing), and Task 11 (Performance Testing) of Exhibit B (Statement of Work).
- 2.3 "ACES" shall mean Automated Civil Enforcement System, the name of the System for the Court Services Division of the Sheriff's Department, to be procured, developed, implemented, maintained, and supported through this Agreement.
- 2.4 "Additional Interfaces" shall mean Interfaces, including all components and Documentation, which may be provided by Contractor upon request by County's request pursuant to Paragraph 19 (Other Professional Services and Additional Software). The Additional Interfaces are and shall become Components of the System Software.
- 2.5 "Additional Software" shall mean software, tools, and other products relating to the System Software provided by Contractor upon County's request pursuant to Paragraph 19 (Other Professional Services and Additional Software). The Additional Software are and shall become Components of the System Software.
- 2.6 "Agreement" shall have the meaning set forth in Paragraph 1.1 (Agreement).
- 2.7 "Amendment" shall have the meaning set forth in Paragraph 6 (Change Notices, Change Orders, and Amendments).
- 2.8 "Application Software" shall mean any off-the-shelf and/or custom-developed computer programs that define and process information specific to ACES. This includes the following:
- 2.8.1 Both Contractor-developed software and Third Party Software furnished or implemented by Contractor;
- 2.8.2 Interfaces, configuration files, database setup coding, database stored procedures, Data Conversion programs, lookup tables, objects, widgets, and built-in reports, as well as conventional software modules and programs;
- 2.8.3 Source Code, Object Code, and Documentation for the above;

- 2.8.4 Any modifications, Updates, Enhancements, corrections, patches, fixes, new releases, or revisions of the above;
- 2.8.5 Any interfaces, additions, or modifications made to Infrastructure Software to specifically accommodate this project or System, other than changes to the Department's general computer environment not initiated by this project or System.
- 2.9 "Association" means any entity formed to administer and promote the use of credit/debit cards, including, without limitation, Visa U.S.A. Inc. and MasterCard International, Incorporated.
- 2.10 "Association Rules" means the bylaws, rules and regulations of the Associations, as they exist from time to time.
- 2.11 "Baseline Application Software" shall mean any commercial off-the-shelf (COTS) Application Software product Contractor provides to County. This includes:
- 2.11.1 Source code, Object Code and related Documentation;
- 2.11.2 All released versions of the COTS product that have been used in this project.
- 2.12 "Board of Supervisors" or "Board" shall mean the Board of Supervisors of the County of Los Angeles.
- 2.13 "Business Day" shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, excluding County observed holidays.
- 2.14 "Card Issuer" means any financial institution, which is a member bank of the Association or its agents, American Express and/or Discover.
- 2.15 "Card Rules" means the Association Rules and any other rules and/or regulations from time to time promulgated by any Card Issuer, credit/debit card processor and/or PIN-Based Debit Network.
- 2.16 "Change Notice" shall have the meaning set forth in Paragraph 6 (Change Notices, Change Orders, and Amendments).
- 2.17 "Change Order" shall have the meaning set forth in Paragraph 6 (Change Notices, Change Orders, and Amendments)
- 2.18 "Components" shall mean, individually and collectively, each and every component of the System, including System Software.
- 2.19 "Confidential County Data" shall have the meaning set forth in Exhibit A (Additional Terms and Conditions), Section 3.0 (Confidentiality).

- 2.20 “Contractor” shall have the meaning set forth in the Recitals.
- 2.21 “Contractor Project Director” shall have the meaning set forth in Paragraph 4.1 (Contractor Project Director).
- 2.22 “Contractor Project Manager” shall have the meaning set forth in Paragraph 4.2 (Contractor Project Manager).
- 2.23 “Corrective Maintenance” shall have the meaning set for the in Exhibit B-5 (Maintenance and Support Services).
- 2.24 “COTS Software” shall mean commercial off-the-shelf software that a software vendor develops and maintains as a standardized, ready-made product, and licenses to multiple customers.
- 2.25 “County” shall have the meaning set forth in the Recitals.
- 2.26 “County Counsel” shall mean County’s Office of the County Counsel.
- 2.27 “County Project Director” shall have the meaning set forth in Paragraph 3.1 (County Project Director).
- 2.28 “County Project Manager” shall have the meaning set forth in Paragraph 3.2 (County Project Manager).
- 2.29 “County’s Remedial Acts” shall have the meaning set forth in Paragraph 14.0 (Intellectual Property Indemnification) of Exhibit A (Additional Terms and Conditions).
- 2.30 “CSD” shall mean Court Services Division of the Department.
- 2.31 “Custom Programming” shall mean custom-developed software and modifications to other software, including Source Code, Object Code and related Documentation, which Contractor provides in accordance with the Statement of Work or which County may request, and which Contractor shall provide, in accordance with Paragraph 19 (Other Professional Services and Additional Software), including but not limited to Additional Interfaces and Data Conversions. The Custom Programming is and shall become Components of the System Software.
- 2.32 “Data Conversion” shall mean the Tasks, Deliverables, data, and System Software, including Source Code, Object Code and related Documentation, which allow the conversion and migration of electronic data from existing County systems into the System.
- 2.33 “Data Security Guidelines” means (a) all applicable security standards and guidelines that may be published from time to time by any Association, any Card Issuer, any credit/debit card processor or any PIN-Based Debit

Network, including the Visa U.S.A. Cardholder Information Security Program ("CISP") and the Payment Card Industry ("PCI") Data Security Standard and (b) all applicable County information technology and security (i) policies from time to time included in Chapter 6 of County's Policy Manual, which can be accessed at <http://countypolicy.co.la.ca.us/> and (ii) standards from time to time published by County's Chief Information Security Officer and provided by County (through its County Project Director, County Project Manager or otherwise) to Contractor.

- 2.34 "Deficiency" shall mean and include defects in design, development, implementation, materials, or workmanship; errors; omissions; deviations from published or mutually agreed upon standards, any of the Specifications or any County-approved Deliverables; any other error or malfunction, including the provision of negligent or substandard workmanship; or other problems which result in the System or any part thereof not performing in accordance with the provisions of this Agreement, including the Specifications.
- 2.35 "Deliverable" shall mean items, services, products, or goods to be provided by Contractor to County under this Agreement and identified as a numbered Deliverable in the Statement of Work or any approved Change Order or Amendment.
- 2.36 "Department" shall mean the Sheriff's Department of the County of Los Angeles.
- 2.37 "Disabling Device" shall have the meaning set forth in Paragraph 16 (Work Quality/Further Warranties).
- 2.38 "Dispute Resolution Procedure" shall have the meaning set forth in Paragraph 2.0 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions).
- 2.39 "Documentation" shall mean any and all written materials (including the electronic versions thereof), training materials, Specifications, technical manuals, handbooks, flow charts, technical information, reference materials, user manuals, operating manuals, quick reference guides, FAQs and all other instructions and reference materials relating to the capabilities, operations, installation and use of the System and/or applicable System Components.
- 2.40 "Downtime" shall have the meaning set forth in Exhibit B-5 (Maintenance and Support Services).
- 2.41 "Effective Date" shall mean the date on which this Agreement has been approved by the County's Board of Supervisors and executed by all parties.

- 2.42 "Enhancements" shall have the meaning set forth in Exhibit B-5 (Maintenance and Support Services).
- 2.43 "Excessive Downtime" shall have the meaning set forth in Exhibit B-5 (Maintenance and Support Services).
- 2.44 "Final System Acceptance" shall have the meaning set forth in Paragraph 5.4 (Final System Acceptance). This indicates that ACES is accepted as a delivered System marking the completion of the Implementation Phase of the project, and the start of the Post-Implementation Phase with Contractor's continuing responsibility for ongoing Maintenance and Support Services.
- 2.45 "Holdback Amount" shall have the meaning set forth in Paragraph 10.7 (Holdbacks).
- 2.46 "Hourly Labor Rate" shall mean, for Contractor's personnel, the fully burdened hourly rates including direct and indirect costs, overhead, profit, and administrative expenses attributable to each personnel hour worked.
- 2.47 "Implementation Phase" shall mean the phase of the project commencing upon execution of this Agreement through the completion of Subtask 15.3 (Assist in and Achieve Final System Acceptance) of Exhibit B (Statement of Work) and Final System Acceptance.
- 2.48 "Implementation Services" shall mean Contractor services related to the Implementation Phase of this project, as set forth in Exhibit B (Statement of Work).
- 2.49 "Infrastructure Software" shall mean software that underlies the Application Software, including the following:
- 2.49.1 Commercial off-the-shelf software for operating systems, database management systems, browsers, email, printer drivers, networks, power conservation, and server virtualization;
- 2.49.2 County modifications or supplements to the above, when used for multiple systems or projects, or when considered part of the Department's general computer environment and not specific to ACES or initiated by this project
- 2.49.3 Standard Microsoft and Adobe software installed on user workstations.
- 2.50 "Infringement Claims" shall have the meaning set forth in Paragraph 14.0 (Intellectual Property Indemnification) of Exhibit A (Additional Terms and Conditions).

- 2.51 "Initial Term" shall have the meaning set forth in Paragraph 7 (Term).
- 2.52 "Interfaces" shall mean the software, including Source Code, Object Code and related Documentation, which allows or effects the transfer of electronic data, processing flows, parameters, and/or software commands between computer systems, applications or modules. The Interfaces are and shall become Components of the System Software.
- 2.53 "Invoice Discrepancy Report" or "IDR" shall have the meaning set forth in Paragraph 10.5 (Invoice Discrepancy Report).
- 2.54 "Jury Service Program" shall have the meaning set forth in Paragraph 33.0 (Compliance with Jury Service Program) of Exhibit A (Additional Terms and Conditions).
- 2.55 "License" shall have the meaning set forth in Paragraph 14 (Ownership and License).
- 2.56 "Maintenance and Support Fees" shall mean the amount charged by Contractor for Maintenance and Support Services as set forth on Exhibit C (Price and Schedule of Payments).
- 2.57 "Maintenance and Support Services" shall have the meaning set forth in Paragraph 18 (Maintenance and Support), as further described in Exhibit B-5 (Maintenance and Support Services).
- 2.58 "MAPAS" shall mean the Modified Automated Process and Accounting System which served as the predecessor civil enforcement case management system to ACES.
- 2.59 "Maximum Contract Sum" shall have the meaning set forth in Paragraph 8 (Prices and Fees).
- 2.60 "Object Code" shall mean compiled computer programs which can be executed on a computer and are produced from Source Code using compilers.
- 2.61 "Option Term" shall have the meaning set forth in Paragraph 7 (Term).
- 2.62 "Other Professional Services" shall mean services not identified as to be performed hereunder in the Statement of Work or the initial detailed work plan, or specifically identified as optional at County's election therein, including but not limited to, additional Custom Programming, Additional Interfaces, training, consulting or System close-out/shut-down services that are provided by Contractor upon County's request in accordance with Paragraph 19 (Other Professional Services and Additional Software).

- 2.63 "Other Professional Services and Additional Software Warranty Period" shall have the meaning set forth in Paragraph 15.1 (Warranty Services and Warranty Periods).
- 2.64 "PIN-Based Debit Network" means a national or regional on-line debit card network. Each network operates under its own set of operating rules and regulations.
- 2.65 "Pool Dollars" shall mean the aggregate funds set forth in Paragraph 8.3 (Pool Dollars) which are reserved under this Agreement for Other Professional Services, Additional Software, and Maintenance and Support Services in respect of Additional Software, and other software acquired in accordance with a duly executed Change Order or Amendment.
- 2.66 "Post Implementation Phase" shall mean the phase of the project commencing upon Final System Acceptance and continuing for a period of five years for the purposes of Maintenance and Support Services subsequent to Final System Acceptance.
- 2.67 "Preapproved Subcontractor" shall have the meaning set forth in Paragraph 1.0 (Subcontracting) of Exhibit A (Additional Terms and Conditions).
- 2.68 "Preventive Maintenance" shall have the meaning set forth in Exhibit B-5 (Maintenance and Support Services).
- 2.69 "Production Environment" shall mean the version of ACES that has been released for Production Use. The Production Environment may contain several technical environments for transaction-processing, reporting, etc.
- 2.70 "Production Use" shall mean the actual use of the System to perform County's applicable normal business operations.
- 2.71 "Project Control Document" or "PCD" shall have the meaning set forth in Exhibit B (Statement of Work).
- 2.72 "Project Status Report(s)" shall have the meaning set forth in Paragraph 4.4 (Project Status Reports by Contractor).
- 2.73 "Replacement Product" shall have the meaning set forth in Paragraph 21.4 (Continuous Product Support).
- 2.74 "Scheduled Downtime" shall have the meaning set forth in Exhibit B-5 (Maintenance and Support Services).
- 2.75 "Service Credits" shall have the meaning set forth in Exhibit B-5 (Maintenance and Support Services).

- 2.76 "Service Request Tracking System" or "SRTS" shall have the meaning set forth in Exhibit B-5 (Maintenance and Support Services).
- 2.77 "Sheriff" shall mean the elected official who is the Sheriff of the County of Los Angeles.
- 2.78 "Source Code" shall mean computer programming code in human readable form that is not suitable for machine execution without the intervening steps of interpretation or compilation, and includes code for all Application Software, including all modifications, Updates, Enhancements, corrections, patches, fixes, improvements, new releases, Custom Programming, and Interfaces thereto, and also includes the tools, compilers, and developers' kits that enable understanding, use and compilation of the Source Code and creation of additional Source Code or Object Code.
- 2.79 "Specifications" shall mean any or all of the following, as applicable, at County's discretion:
- (a) All specifications, requirements, and standards set forth in the System Requirements and elsewhere in this Agreement;
 - (b) All Documentation, to the extent not inconsistent with any of the foregoing in this Paragraph 2.73;
 - (c) All manufacturer specifications and Updates thereto denominated as such by respective manufacturer(s), to the extent not inconsistent with any of the foregoing in this Paragraph 2.73;
 - (d) All specifications identified as such by Contractor, only to the extent (i) not inconsistent with any of the foregoing in this Paragraph 2.7.3 and (ii) acceptable to County in its sole discretion; and
 - (e) All written or electronic materials furnished by or through Contractor regarding Contractor's pre-developed and generally available software products, or otherwise agreed to by Contractor and County, which pertain to any element of the System, and which outline, describe or specify functionality, features, capacity, availability, response times, accuracy or any other performance or other criteria for the System or any element of the System, but only to the extent (i) not inconsistent with any of the foregoing in this Paragraph 2.7.3 and (ii) acceptable to County in its sole discretion.
- 2.80 "Statement of Work" or "SOW" shall mean the Statement of Work, attached as Exhibit B (Statement of Work) to this Agreement, together with all attachments and Exhibits thereto, as the same may be amended by any approved Change Order or Amendment.

- 2.81 "Subtask" shall mean one or more sub-areas of Work to be performed under this Agreement and identified as a numbered Subtask in the Statement of Work or any approved Change Order or Amendment.
- 2.82 "Successor Event" shall have the meaning set forth in Paragraph 21.4 (Continuous Product Support).
- 2.83 "System" shall mean all technical components installed into the ACES Test Environment and/or Production Environment, including hardware, software, electronic data, automated process flows, built-in reports, and interfaces, along with the human hands-on tasks directly involving those technical components, including but not limited to System Hardware, System Software, Implementation Services, Other Professional Services, Maintenance and Support Services, and any other services described in this Agreement or as otherwise agreed to by County and Contractor as collectively comprising the System. Reference to the System may include one or more Components or modules thereof or the entire System.
- 2.84 "System Component" shall mean, individually and collectively, each and every Component of the System.
- 2.85 "System Hardware" shall mean all hardware provided by County in accordance with Contractor's specifications for meeting System Requirements. Reference to the System Hardware may include one or more components thereof or all System Hardware in the System.
- 2.86 "System Requirements" shall mean ACES functions and features specified in Exhibit B-2 (Technical Requirements), Exhibit B-3 (Functional Requirements), and Exhibit B-4 (General Requirements), with any subsequent Updates, Enhancements, and refinements conveyed through approved Deliverables and/or fully executed Change Orders or Amendments.
- 2.87 "System Reliability Percentage" shall have the meaning set forth in Exhibit B-5 (Maintenance and Support Services).
- 2.88 "System Response Time" shall have the meaning set forth in Exhibit B-2 (Technical Requirements)
- 2.89 "System Software" shall mean all software, whether provided hereunder by Contractor, County, or third parties, needed to meet the Specifications and System Requirements, including but not limited to Application Software, the Infrastructure Software that underlies the Application Software, Third Party Software, and Additional Software, including all components and Documentation thereof.
- 2.90 "System Warranty Period" shall have the meaning set forth in Paragraph 15.1 (Warranty Services and Warranty Periods).

- 2.91 "Task" shall mean one or more areas of Work to be performed under this Agreement and identified as a numbered Task in the Statement of Work or any approved Change Order or Amendment.
- 2.92 "Tax" and "Taxes" means governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.
- 2.93 "Term" shall have the meaning set forth in Paragraph 7 (Term).
- 2.94 "Test Environment" shall mean the version of ACES that has been delivered to County for Acceptance Testing. The Test Environment may be contained in several technical environments for transaction-processing, reporting, etc.
- 2.95 "Third Party Software" shall mean all the software, including all Source Code, if available, Object Code and related Documentation, which are developed and owned by third parties and are supplied by Contractor pursuant to this Agreement. The Third Party Software is and shall become a Component of the System Software.
- 2.96 "Update" shall mean any significant change to Application Software, or any component thereof, available or made subsequent to the time the component was initially installed in the System, and shall include System Software Enhancements, new version releases, upgrades, revisions, improvements, bug fixes, patches, Deficiency corrections, modifications resulting for legal changes, statutory changes regulatory changes, and other modifications, whether required for the System Software to remain in compliance with applicable Federal or State and local laws and regulations or otherwise. Reference to updates may include one or more components or modules thereof or all Updates in the System.
- 2.97 "User" shall mean any person to whom County grants the privilege to access the System through the assignment of a unique identifier and password. Users shall be County employees or agents of any organization that may for time to time be authorized by County.
- 2.98 "Warranty Period" shall have the meaning set forth in Paragraph 15.1 (Warranty Services and Warranty Periods).
- 2.99 "Work" shall mean any and all Tasks, Subtasks, Deliverables, Interfaces, modifications, goods, and other services performed by or on behalf of Contractor, including the Work required pursuant to this Agreement, the Statement of Work, and all the Exhibits, and fully executed Change Orders and Amendments hereto.

2.100 "Workaround" shall have the meaning set forth in Exhibit B-5 (Maintenance and Support Services).

2.101 "Work Day(s)" shall mean 8:00 a.m. to 5:00 p.m., Pacific Time, Monday through Friday, excluding County observed holidays, except that for Maintenance and Support Services, the term "Working Days" shall mean twenty-four (24) hours per day, seven (7) days per week, as provided in Exhibit B-5 (Maintenance and Support Services).

3. ADMINISTRATION OF AGREEMENT – COUNTY

3.1 County Project Director

3.1.1 "County Project Director" for this Agreement shall be the following person:

[Name, Title
Address
Phone
Fax
Email_]

3.1.2 County will notify Contractor in writing of any change in the name or address of County Project Director.

3.1.3 County Project Director will be responsible for ensuring that the objectives of this Agreement are met.

3.1.4 Except as set forth in Paragraph 6 (Change Notices, Change Orders, and Amendments) of this Agreement, County Project Director is not authorized to make any changes in any of the Terms and Conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

3.1.5 County Project Director shall have the right at all times to inspect any System Hardware, System Software, and all Work provided by or on behalf of Contractor.

3.2 County Project Manager

3.2.1 "County Project Manager" for this Agreement shall be the following person:

[Name
Title
Address
Phone
Fax
Email_]

- 3.2.2 Unless otherwise specifically noted, whenever this Agreement calls for a notice, report, or other delivery to be made by Contractor (or any representative thereof) to County Project Manager, such notice, report, or other delivery shall be made to County Project Manager in accordance with the notice information set forth above or in accordance with such other notice information as County may notify Contractor from time to time pursuant to Paragraph 3.2.3.
- 3.2.3 County shall notify Contractor of any change in the name or address of County Project Manager.
- 3.2.4 County Project Manager shall be responsible for ensuring that the technical standards and requirements of this Agreement are met.
- 3.2.5 County Project Manager shall interface with Contractor and further shall have the duties from time to time given to such person by County.
- 3.2.6 County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement nor obligate County in any respect whatsoever.
- 3.2.7 County Project Manager shall advise County Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.
- 3.2.8 Whenever a contract discrepancy is identified, County Project Manager shall issue either (a) a Deliverable Response through the Process for Receiving, Reviewing, and Accepting Deliverables as set forth in Exhibit B-6, or (b) a Contract Performance Discrepancy Report as soon as possible to Contractor.

3.3 **Consolidation of Duties**

County reserves the right to consolidate the duties of County Project Director, which duties are enumerated in Paragraph 3.1 (County Project Director), and the duties of County Project Manager, which duties are enumerated in Paragraph 3.2 (County Project Manager), into one County position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Agreement. County will notify Contractor no later than five (5) days prior to exercising its rights pursuant to this Paragraph 3.3.

3.4 **County Personnel**

All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County. Contractor hereby represents that its price, project schedule, and performance hereunder are premised solely on the work of Contractor's personnel, except as and only to the extent otherwise expressly provided in this Agreement.

4. **ADMINISTRATION OF AGREEMENT – CONTRACTOR**

4.1 **Contractor Project Director**

4.1.1 "Contractor Project Director" shall be the following person, who shall be a full-time employee of Contractor:

[_ Name
Title
Address
Phone
Fax
Email_]

4.1.2 Contractor shall notify County of any change in the name or address of Contractor Project Director.

4.1.3 Contractor Project Director shall be responsible for Contractor's performance of all Work and ensuring Contractor's compliance with this Agreement.

4.1.4 Contractor Project Director shall be available to meet and confer with County Project Director at least monthly, in person or by telephone, to review project progress and discuss project coordination. The meeting shall be conducted at a time and place, or by telephone, convenient to County Project Director.

4.2 **Contractor Project Manager**

4.2.1 The "Contractor Project Manager" shall be the following person who shall be a full-time employee of Contractor:

[_ Name
Title
Address
Phone
Fax
Email_]

- 4.2.2 Contractor shall notify County of any change in the name or address of Contractor Project Manager.
- 4.2.3 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in Paragraph 4.4.
- 4.2.4 Contractor Project Manager shall be available to meet and confer as necessary, but no less frequently than weekly.

4.3 **Approval of Contractor's Staff**

- 4.3.1 County has the absolute right to approve or disapprove each member or proposed member of Contractor's staff on this project, including Contractor Project Director and Contractor Project Manager listed in Paragraphs 4.1.1 and 4.2.1. If Contractor desires to replace, or if County, at its discretion, requires removal of, Contractor Project Director, Contractor Project Manager, or other key members of Contractor's project team, Contractor shall provide County with a resume of each such proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. County shall not unreasonably delay its reviews of Contractor's proposed staff replacements. County Project Director has the right to approve or disapprove any proposed replacement for Contractor Project Director and Contractor Project Manager.
- 4.3.2 Contractor shall endeavor to assure continuity of Contractor personnel performing key functions under this Agreement, Notwithstanding the foregoing, County Project Director may require removal of any Contractor staff from the project team.
- 4.3.3 In the event Contractor should desire to remove any Contractor personnel from performing Work under this Agreement, Contractor shall provide County with notice at least fifteen (15) days in advance, except in circumstances in which such notice is not possible (e.g., a removal for cause or other egregious act), and shall work with County on a mutually agreeable transition plan so as to ensure project continuity.
- 4.3.4 Contractor shall promptly fill any vacancy in Contractor project team with individuals having qualifications or relevant capabilities at least equivalent to those being replaced.
- 4.3.5 All staff employed by and on behalf of Contractor shall be adults, 18 years of age and older, who are legally eligible to work under the laws of the United States of America and the State of California. All

members of Contractor's staff who have contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

4.4 Project Status Reporting by Contractor

Contractor Project Manager shall keep County fully informed about project plans, status, forecasts, issues, and risks, including Contractor's internal matters that could affect the project. Contractor Project Manager shall provide County Project Director and County Project Manager with written biweekly status reports as set forth in the Statement of Work. Contractor Project Manager shall promptly provide other information as County Project Director or County Project Manager may from time to time reasonably request. Contractor Project Manager shall take any other measures necessary to keep County fully informed.

5. WORK

5.1 General

Contractor shall, on a timely basis, provide, complete, deliver and implement all Tasks, Subtasks, Deliverables, goods, services and other Work set forth in this Agreement and Exhibit B (Statement of Work), including, but not limited to, the System Software (including Updates), Implementation Services, Maintenance and Support Services, and Other Professional Services. Contractor shall perform such Tasks, Subtasks, Deliverables, goods, services and other Work in accordance with this Agreement, including but not limited to as set forth in Exhibit B (Statement of Work), in each case at the rates and prices specified in Exhibit C (Price and Schedule of Payments), on the schedule set forth in the Project Control Document or in the applicable Change Order or Amendment, as the case may be.

5.2 Approval of Work

Contractor acknowledges that Exhibit B-6 (Process for Receiving, Reviewing, and Accepting Deliverables) of the Statement of Work sets forth the process by which Deliverables are to be received, reviewed and accepted by County. Upon completion of particular Work to be provided by Contractor pursuant to this Agreement, including Exhibit B (Statement of Work), Contractor shall submit a Task/Deliverable Acceptance Certificate in the form attached as Exhibit I (Task/Deliverable Acceptance Certificate) to the Agreement to County Project Manager, together with any supporting documentation reasonably requested by County, for written approval by both County Project Director and County Project Manager. All Work must be approved by County, as evidenced by County Project Director's and County Project Manager's countersignature to the

applicable Task/Deliverable Acceptance Certificate. In no event shall County be liable or responsible for any payment for any Work prior to its approval of such Work. Contractor shall fully provide, complete and deliver all Work in accordance with the System Requirements, Specifications and timetables set forth in this Agreement and shall complete and deliver the System to County in accordance with the terms and conditions set forth in this Agreement.

5.3 **Unapproved Work**

If Contractor provides any goods or services to County other than the Work required under this Agreement, or if Contractor submits an invoice for payment in respect of any Work, other than Maintenance and Support Services, without first having obtained a Task/Deliverable Acceptance Certificate approved by County Project Manager in respect of such Work, the same shall be deemed to be a gratuitous effort on the part of Contractor and Contractor shall have no claim whatsoever against County therefor. County shall furthermore have no obligation to approve Work hereunder before the due date in respect of such Work as set forth in Exhibit B (Statement of Work), the Project Control Document, or applicable Change Order or Amendment. Contractor acknowledges that all Work performed under this Agreement, including pursuant to an executed Change Order or Amendment, is payable in accordance with the terms and conditions of this Agreement, including Paragraph 8 (Prices and Schedule of Payments) and Paragraph 10 (Invoices and Payments).

5.4 **Final System Acceptance**

Contractor shall achieve Final System Acceptance on or before the date set forth in the Project Control Document as approved by County, provided that such date may be extended in accordance with Paragraph 6 (Change Notices, Change Orders, and Amendments). Contractor shall achieve "Final System Acceptance" upon successful completion of all the following:

- (a) Completion and delivery of all Tasks, Subtasks, Deliverables, Services and testing protocols associated with the Final System Acceptance requirements set forth in Exhibit B (Statement of Work); and
- (b) Successful implementation of all functions and successful achievement of all testing protocols has been verified by Contractor; and
- (c) County Project Director and County Project Manager have provided Contractor with written approval, as evidenced by County Project Director's and County Project Manager's countersignature on all

applicable Task/Deliverable Acceptance Certificates, of all such Work; and

- (d) All such Work has been provided and the System operates in County's Production Environment with no Deficiencies of Priority Level I, Level II, or Level III, as such priority levels are defined in Exhibit B-5 (Maintenance and Support Services), and with final resolutions in place for all previously identified Deficiencies at Priority Level I, II, or III, for no less than one continuous, uninterrupted (90) day period following the cutover to Production Use; and
- (e) County Project Director and County Project Manager have provided Contractor with written approval, as evidenced by County Project Director's and County Project Manager's countersignature on the applicable Task/Deliverable Acceptance Certificate, of Contractor's achievement of Final System Acceptance.

6. CHANGE NOTICES, CHANGE ORDERS, AND AMENDMENTS

- 6.1 No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Paragraph 6 (Change Notices, Change Orders, and Amendments).
- 6.2 County reserves the right to change any portion of the Work required under this Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

6.2.1 Change Notices

For any change that is clerical or administrative in nature (for example: changes to Contractor or County contact information, or to correct or clarify any published statements, or clerical corrections, etc.), and which does not materially affect the scope of Work, Term of this Agreement, period of performance, amount of payments, payment schedule, or any other term or condition included under this Agreement, a Change Notice shall be mutually agreed to and executed by County Project Director and Contractor Project Director.

6.2.2 Change Orders

- 6.2.2.1 For any change in the project's structure, methodology, procedures, resources, technologies,

facilities, personnel, Tasks, Task assignments, or Deliverable requirements, which does not materially affect the scope of Work, Term of this Agreement, period of performance, amount of payments, or any other term or condition included under this Agreement, a Change Order shall be mutually agreed to and executed by County Project Director and Contractor Project Director.

6.2.2.2 Notwithstanding Paragraph 6.2.3 below, for any change that utilizes Pool Dollars for the purpose of Other Professional Services and Additional Software or for modifying the scope of Work, provided such change does not exceed the available Pool Dollars in accordance with Paragraph 8.3 (Pool Dollars), a Change Order shall be mutually agreed to and executed by County Project Director and Contractor Project Director.

6.2.3 Amendments Executed by Contractor and Board

For any change that exceeds the available Pool Dollars, increases the Maximum Contract Sum, or materially affects the scope of Work period of performance, amount of payments or any other term or condition included under this Agreement, an Amendment to this Agreement shall be executed by the Board and Contractor.

6.2.4 Amendments Executed by Contactor and Sheriff

6.2.4.1 Notwithstanding Paragraph 6.2.3 above, for (1) any Option Term extension of the Agreement beyond the Initial Term, as defined in Paragraph 7 (Term) below, or (2) any assignment of Contractor rights or delegation of duties pursuant to Paragraph 21 (Prohibition Against Delegation and Assignment; Continuous Product Support), an Amendment to this Agreement shall be executed by Sheriff and Contractor.

6.2.4.2 The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the Term of this Agreement. County reserves the right to add and/or change such provisions as required by the Board or County's Chief Executive Officer. To implement such changes, an Amendment

to the Agreement shall be executed by Sheriff and Contactor.

- 6.3 County is entitled to audit, in accordance with Paragraph 42.0 (Records and Audits) of Exhibit A (Additional Terms and Conditions), Contractor's compliance with Paragraph 6 (Change Notices, Change Orders, and Amendments) in respect of Work performed pursuant to a fully executed Change Order or Amendment.

7. TERM

- 7.1 The Term of this Agreement shall commence upon execution by the Board of Supervisors and shall terminate five (5) years after the date of Final System Acceptance, unless sooner terminated or extended as provided in this Agreement ("Initial Term"). County has the option, at County's sole discretion and upon notice to Contractor prior to the end of the current period of the Term of this Agreement, to extend the Term of this Agreement for up to three (3) additional one (1) year periods (an "Option Term"). As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be. Each such term extension shall be in the form of a written Amendment pursuant to Paragraph 6.2.4 above.
- 7.2 Contractor shall notify County when this Agreement is within six (6) months from the expiration of the Term of this Agreement as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to County Project Director at the address herein provided in Paragraph 3.1.1 (County Project Director).

8. PRICES AND FEES

8.1 General

The prices and fees for this Agreement payable by County to Contractor for performing all Tasks, Deliverables, goods, services and any other Work required under this Agreement shall be as set forth on Exhibit C (Price and Schedule of Payments). Such prices and fees are good for the Term as set forth in Paragraph 7 (Term). Contractor shall not be entitled to payment or reimbursement for any tasks, deliverables, goods, services and any other work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Agreement.

8.2 Maximum Contract Sum

The "Maximum Contract Sum" under this Agreement shall be the total monetary amount that would be payable by County to Contractor for

providing required Work under this Agreement for the Term, including all Option Terms. The Maximum Contract Sum, which is inclusive of all Pool Dollars, and the schedule of payments with respect to Work provided hereunder shall be as set forth in Exhibit C (Price and Payment Schedule), which payments shall be paid in accordance with and upon satisfaction of, the term and conditions of this Agreement. The Maximum Contract Sum for this Agreement, including applicable Taxes, authorized by County hereunder shall in no event, expressly or by implication, exceed _____ Dollars (\$_____) and shall be allocated as set forth in Exhibit C (Price and Schedule of Payments).

8.3 **Pool Dollars**

The aggregate amount of "Pool Dollars" available under this Agreement shall not exceed \$_____ Dollars (\$_____), plus any net reduction in the total price of all System Software and Maintenance and Support Fees under the Agreement resulting from Change Order executed in accordance with Paragraph 6 (Change Notices, Change Orders and Amendments), plus any net surplus remaining after the completion of budgeted professional services for less total expenditure than what was budgeted. Contractor acknowledges that, as of the Effective Date, County has not initiated, and the parties have not executed, any Change Order pursuant to Paragraph 6 (Change Notices, Change Orders, and Amendments).

8.4 **Taxes**

The Maximum Contract Sum listed in Paragraph 8.2 (Maximum Contract Sum) shall be deemed to include all amounts necessary for County to reimburse Contractor for all applicable California and other state and local sales/use taxes on all Work, including System Software and other goods and services procured by County pursuant to or otherwise due as a result of this Agreement. All sales/use taxes shall be paid directly by Contractor to the State or other taxing authority. Contractor shall be solely responsible for, and shall pay directly to the state or other taxing authority sales/use taxes for all other items including Application Software, Baseline Software, Infrastructure Software, Custom Programming, Interfaces, Data Conversions, Implementation Services, Other Professional Services, and Maintenance and Support Services. Contractor shall indemnify, defend, and hold County harmless from any and all such California and other state and local sales/use taxes.

8.5 **Service Credits**

Contractor acknowledges that Contractor's adherence to the service level standards described in Exhibit B-5 (Maintenance and Support Services) and otherwise in the Specifications, will each help ensure that County

maintains a reliable System and is able to utilize the System to fulfill its functions in a timely fashion, a goal as to which time is of the essence. If Contractor fails to adhere to such Specifications, it is mutually agreed that such failure renders County unable to rely on or utilize the System to perform mission-critical tasks on a timely basis, creates a higher risk of errors, and adds delays to the treatment process, leaving both the Department and County residents at risk of significant errors and omissions. In each instance where, commencing upon Production Use of the System, Contractor fails to adhere to the foregoing service level Specifications, County will accrue Service Credits in accordance therewith and with Paragraph 18.0 (Maintenance and Support Services). Any Service Credits accrued pursuant to this Paragraph 8.5 are in addition to, and do not limit, any other rights and remedies available to County, either pursuant to this Agreement, at law, or in equity, in respect of Contractor's failure to meet such Specifications. Further, any Service Credits that accrue pursuant to this Paragraph 8.5 do not limit Contractor's obligation to promptly and diligently cure Contractor's failure to adhere to the Specifications, including all service level standards.

8.6 Notification When 75% of Maximum Contract Sum Incurred

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum. Upon occurrence of this event, Contractor shall send written notification to County Project Director and County Project Manager at the addresses herein provide in Paragraph 3 (Administration of Agreement –County).

9. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

Notwithstanding any other provision of this Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the Board appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination shall be deemed a Termination for Convenience pursuant to Paragraph 6.0 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions). County shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

10. INVOICES AND PAYMENTS

10.1 Approval of Invoices

All invoices submitted by Contractor for payment must have the written approval of either County Project Director or County Project Manager, as evidenced by a countersignature, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. County shall be entitled to a two percent (2%) discount for payments made by County to Contractor within thirty (30) days of receipt by County of Contractor's invoice. All invoices under this Agreement shall be submitted to County Project Manager at the address set forth in Paragraph 3 (Administration of Agreement).

10.2 Detail

Each invoice submitted by Contractor shall include the Tasks, Subtasks, Deliverables, goods, services, or other Work as described in Exhibit B (Statement of Work) and Exhibit C (Price and Schedule of Payments) for which payment is claimed, the date, the fully executed Exhibit I, Task/Deliverable Acceptance Certificate, and the amount of payment therefor, including indication of any applicable Holdback Amount and/or Service Credits due County under the terms of this Agreement.

10.3 No Out-of-Pocket Expenses

Contractor acknowledges that out-of-pocket expenses, including travel, meal, and lodging expenses, are not reimbursable by County. Accordingly, Contractor's invoices shall not include out-of-pocket expenses.

10.4 Contractor Responsibility

Contractor is responsible for the accuracy of invoices submitted to County. All required information and documentation shall be submitted with the invoice. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor.

10.5 Invoice Discrepancy Report

County Project Manager or designee shall review all invoices for any discrepancies and issue an "Invoice Discrepancy Report" (or "IDR") to Contractor within ten (10) days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and submit to County Project Manager a written explanation detailing the basis for the charges within ten (10) days of receipt of the IDR from County Project Manager. If County Project Manager does not receive a written response

from Contractor within ten (10) days of County's notice to Contractor of an IDR, then County payment will be made, less the disputed charges.

10.6 County's Right to Withhold Payments

In addition to any rights of County provided in this Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.

10.7 Holdbacks

Holdbacks are applicable to Work performed under this Agreement. Except for invoices for Maintenance and Support Fees, County will withhold ten percent (10%) of the amount of each invoice (hereinafter "Holdback Amount") approved by County pursuant to Paragraph 5.2 (Approval of Work), which Holdback Amount is payable at later dates in accordance with this Paragraph 10.7. Other than for any Work provided pursuant to a Change Order or Amendment that in each instance the parties agree will be completed after Final System Acceptance, the cumulative amount of such Holdback Amounts shall be due and payable to Contractor upon Final System Acceptance. Holdback Amounts due and payable shall be subject in each instance to adjustment for any amounts arising under this Agreement owed to County by Contractor, including, but not limited to, any amounts arising from Paragraph 10.7 (County's Right to Withhold Payment), and any partial termination of any Task set forth in Exhibit B (Statement of Work) as provided hereunder. As to Change Order or Amendments that are to be completed after Final System Acceptance, the aggregate Holdback Amount for such Change Order will be due and payable to County upon final acceptance by County of the Work provided under each such Change Order.

11. LIQUIDATED DAMAGES

- 11.1 If, in the judgment of County Project Director, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, County Project Director, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for Work not performed. Information regarding the Work not performed and the amount to be withheld or deducted from payments to Contractor from County will be forwarded to Contractor by County Project Director in a written notice describing the reasons for said action.
- 11.2 If County Project Director determines that the project is more than six (6) months behind schedule and Contractor is not making sufficiently steady progress on this project due to inefficient or inadequate resources,

strategies, tactics, or efforts on the part of Contractor, County Project Director may issue a written notice to Contractor indicating specific deficiencies that must be corrected and a specified deadline for each deficiency. Should Contractor fail to correct deficiencies within said time frame, County Project Director may hold Contractor liable for 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 Contractor to correct a deficiency by the specified deadline. The parties hereby agree that if deficiencies are not corrected within the specified deadlines, a reasonable estimate of such damages is one hundred dollars (\$100) per day per deficiency, up to a maximum of one thousand dollars (\$1,000) per day, and that Contractor shall be liable to County for liquidated damages in the said amount. Said amount shall be deducted from County's payment to Contractor. If a deficiency still has not been corrected for more than thirty (30) days after the specified deadline, then upon giving five (5) days notice to Contractor for failure to correct the deficiencies, County may correct any and all outstanding deficiencies and the total costs incurred by County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from County, as determined by County.

- 11.3 For recurring Deliverables such as status reports and project plan updates that are due on a weekly, biweekly, or monthly basis: if County Project Director determines that project communication or coordination is impeded because these Deliverables are late or contain major inconsistencies, omissions, or errors, then County may deduct from Contractor payments one hundred dollars (\$100) per day between the due date and the date that an acceptable Deliverable is received—provided that County Project Director has emailed a notice to Contractor within one (1) Business Day following the due date (for a late recurring Deliverable) or receipt (for a recurring Deliverable containing major inconsistencies, omissions, or errors), identifying the specific deficiencies to be corrected.
- 11.4 The action noted in Paragraphs 11.2 and 11.3 shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Agreement.
- 11.5 This paragraph shall not, in any manner, restrict or limit County's right to damages for any breach of this Agreement provided by law and shall not, in any manner, restrict or limit County's right to terminate the Agreement as set forth in this Agreement

12. **NOTICES**

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (a) by hand with signed receipt; (b) by first-class registered or certified mail, postage prepaid; (c) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid; or (d) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) days prior notice in accordance with the procedures set forth above, to the other party.

To County: (1) **[unit]**

with a copy to:

(2) Los Angeles County Sheriff's Department
Assistant Director, Contracts
4700 Ramona Boulevard, Room 214
Monterey Park, CA 91754-2169
Facsimile: (323) 267-6687
Email

To Contractor: [_____]]
Attention:[_____]]
Facsimile:[_____]]
Email

County Project Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Agreement.

13. **ARM'S LENGTH NEGOTIATIONS**

This Agreement is the product of an arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

14. OWNERSHIP AND LICENSE

14.1 Hardware Ownership

County owns all System Hardware previously owned and installed at County Facilities or acquired pursuant to Contractor's specifications set forth in this Agreement.

14.2 Software Ownership and License

14.2.1 All rights, title, and interests, including all copyrights, patents, and trade secrets, in and to the System Software and each Component thereof, provided to County pursuant to this Agreement, other than COTS Software and Third Party Software, shall be solely owned by the County. Title to the System Software, and each Component thereof other than COTS Software and Third Party Software, shall automatically transfer from Contractor to County upon creation.

14.2.2 Upon request by County, Contractor shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in, County all Contractor's right, title, and interest, including all copyrights, patents, and trade secrets, in and to the System Software, and each Component thereof other than COTS Software and Third Party Software. County shall have the right to register all copyrights and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all of County's rights, title, and interest, including copyrights, patents, and trade secrets, in and to the System Software, and each Component thereof other than COTS Software and Third Party Software.

14.2.3 For COTS Software and Third Party Software, Contractor shall provide to County an enterprise-wide, perpetual, nonexclusive license, for all Users, unrestricted except as expressly restricted in this Agreement, non-transferable except as provided in this Agreement (the "License") to:

- (i) use the software, utilizing all of the software's functions and features including those not specifically called out in the System Requirements and Specifications, on an unlimited number of computers, servers, local area networks and wide area networks, for an unlimited number of Users, including use by any and all other governmental agencies and other organizations and entities that County may call to access the System, except that the use of certain Third Party Software

shall be subject to limitations on the number of concurrent Users as set forth in Paragraph 17 (Third Party Software);

- (ii) permit third-party access to the System Software and Documentation as necessary or appropriate for County fully to enjoy the right granted under this Agreement, including the provision of Maintenance and Support Services, customizations or other support of the System.

14.3 Source Code and Documentation

Contractor shall provide to County a complete and current copy of all Source Code, Object Code, and Documentation of the System Software and all Updates thereto in accordance with Exhibit B, Statement of Work, and elsewhere in this Agreement. Further, Contractor shall provide a complete and current copy of all Source Code, Object Code, and Documentation of the System Software and all Updates thereto (1) within thirty (30) days of Final System Acceptance, (2) within ten (10) days after release of each Update to the System Software, (3) upon expiration of this Agreement, and (4) within fifteen (15) days after any County request from time to time. Further, Contractor shall assure that County has a complete and current copy of all Source Code, Object Code, and Documentation of the System Software and all Updates thereto at all times after Final System Acceptance and during the Post-Implementation Phase. Contractor's duty to provide to County all Source Code, Object Code, and Documentation of the System Software and all Updates thereto shall continue throughout the Term of this Agreement and for a period of one hundred and eighty (180) days thereafter. Contractor shall provide to County all Source Code, Object Code, and Documentation of the System Software and all Updates thereto in a hard copy format, electronically, and on read-only medium, as specified by County.

In addition, for all Documentation which is not owned by County, Contractor shall provide to County a perpetual, no-cost, royalty-free, nonexclusive, unrestricted, and irrevocable right to reproduce in a hard copy format, electronically, and on read-only medium as specified by County, such Documentation related to the System Software.

15. SYSTEM SOFTWARE WARRANTY

15.1 Warranty Services and Warranty Periods

15.1.1 Contractor's warranty services provided during the Warranty Period shall be those warranty services set forth in Paragraph 15.2 (Warranty Service Response) and Paragraph 15.3 (Notification of Deficiencies for Warranty Services) for the System Software, and each Component thereof, installed by Contractor.

Contractor shall provide warranty services to County at no cost during the Warranty Period.

- 15.1.2 As used in this Agreement, "System Warranty Period" means the period commencing upon the System cutover to Production Use and continuing until the System operates in County's Production Environment with no Deficiencies of Level I, Level II, or Level III Priority, as such Priority Levels are defined in Exhibit B-5 (Maintenance and Support Services), for no less than one continuous, uninterrupted (90) ninety day period following the cutover to Production Use. Deficiencies reported during the System Warranty Period shall be corrected in accordance with Exhibit B-5 (Maintenance and Support Services) at no cost to County.
- 15.1.3 As used in this Agreement, "Other Professional Services and Additional Software Warranty Period" means, with respect to Other Professional Services and Additional Software pursuant to Paragraph 19, the period commencing on the delivery of each applicable Component of Other Professional Services or Additional Software and continuing until Final System Acceptance or until the applicable Component has operated with no Deficiencies of Level I, Level II, or Level III Priority, as such Priority Levels are defined in Exhibit B-5 (Maintenance and Support Services), for no less than one continuous, uninterrupted (90) ninety day period, which ever is later. Deficiencies reported during the Other Professional Services and Additional Software Warranty Period shall be corrected in accordance with Exhibit B-5 (Maintenance and Support Services) at no cost to County.
- 15.1.4 As used in this Agreement, "Warranty Period" means, as the context requires, the System Warranty Period or Other Professional Services and Additional Software Warranty Period.

15.2 Warranty Service Response

- 15.2.1 If a Deficiency is discovered in the System, as determined by County Project Director, in County Project Director's sole judgment, Contractor promptly shall commence corrective measures as specified in Exhibit B-5 (Maintenance and Support Services) during the System Warranty Period.
- 15.2.2 If a Deficiency is discovered in Other Professional Services or Additional Software covered under the Other Professional Services and Additional Software Warranty Period, as determined by County Project Director, in County Project Director's sole judgment, Contractor promptly shall commence corrective

measures as specified in Exhibit B-5 (Maintenance and Support Services) during the Other Professional Services and Additional Software Warranty Period.

- 15.2.3 If a Deficiency is discovered in the case of System Hardware or Infrastructure Software supplied by County for the purpose of this Agreement in accordance with Contractor recommended specifications, Contractor shall identify to County the particular System Components causing the Deficiency.

15.3 Notification of Deficiencies for Warranty Services

In the event of the discovery of any Deficiency by County during the applicable System Warranty Period or Other Professional Services and Additional Software Warranty Period, and in accordance with Exhibit B-5 (Maintenance and Support Services), as determined by County Project Director, County Project Director will make reasonable efforts to notify Contractor of the problem(s) within three (3) Working Days, but failure by County to notify Contractor within such time period shall not affect Contractor's warranty obligations under this Agreement. Upon the earlier of County notifying Contractor of such Deficiency, or Contractor becoming aware of same, Contractor shall undertake corrective action within the applicable time specified in Paragraph 15.2 (Warranty Service Response). If such notice to Contractor is given orally by County, County also shall provide written confirmation of the corrective action request to Contractor within ten (10) Working Days of such oral notification, but County's failure to do so shall not relieve Contractor of any duty hereunder. Contractor's response (including any Service Credits arising in respect thereof) shall not be stayed pending receipt of County's written confirmation.

15.4 Breach of Warranty Obligations

- 15.4.1 In the event Contractor fails to timely perform its obligations set forth in this Paragraph 15, such failure shall constitute a material breach of this Agreement upon which County may exercise, without limitation, any of the rights and remedies set forth in Paragraph 5 (Termination for Default) of Exhibit A (Additional Terms and Conditions).
- 15.4.2 In the event that Contractor breaches the Response Time Warranty set forth in Paragraph 15.5 (Response Time Warranty), Contractor shall promptly, at no cost to County, replace or supplement the System Software until its computing capacity is sufficient to support the System at the System Response Time levels set forth in Exhibit B-2 (Technical Requirements) as confirmed by the System tests set forth in Task 9 (System Integration Testing), Task 10 (User Acceptance

Testing), and Task 11 (Performance Testing) of Exhibit B (Statement of Work). In the event County must incur any expense to conform the System to the Specifications, County shall be entitled to withhold such amount in accordance with Paragraph 10.6 (County's Right to Withhold Payments). No exercise of any right or remedies in this Paragraph 15.6 shall limit County's other right and remedies under this Agreement.

15.5 Response Time Warranty

Contractor represents, warrants and covenants that during the Term of this Agreement, the System, when configured in accordance with the Specifications, as updated from time to time in accordance with Section Exhibit B-5 (Maintenance and Support Services), shall provide sufficient computing capacity to support the System at the System Response Time levels required for Contractor to satisfy Acceptance Testing in Tasks 9 through 11 of Exhibit B (Statement of Work) and to meet the requirements set forth in Exhibit B-2 (Technical Requirements). Service Credits accruing under Paragraph 8.5 (Services Credits) for failures to maintain the required System Response Time levels shall be in addition to all other remedies set forth herein or otherwise available in equity or at law.

16. WORK QUALITY/FURTHER WARRANTIES

16.1 Contractor further represents, warrants, covenants and agrees that throughout the Term:

16.1.1 The System shall strictly perform in accordance with, and Contractor shall comply strictly with, the descriptions and representations (including Documentation, performance capabilities, accuracy, completeness, characteristics, configurations, standards, functions and requirements applicable to professional software design meeting industry standards) set forth in the Statement of Work and other Specifications.

16.1.2 All Work shall be performed in a timely and professional manner by qualified personnel.

16.1.3 All Documentation developed under this Agreement shall be uniform in appearance, whenever appropriate, as determined in the sole judgment of County Project Director.

16.1.4 The System Components shall be capable of interconnecting and interfacing with each other, and the System Components, when taken together, shall be capable of delivering all of the functionality for the System as set forth in this Agreement (including but not limited to Exhibit B-2 (Technical Requirements),

Exhibit B-3 (Functional Requirements), and Exhibit B-4 (General Requirements)), and other Specifications for the System, when taken as a whole.

- 16.1.5 Contractor shall implement practices and procedures consistent with guidance defined in International Organization for Standardization security standard 27002, section 10.4.1, as in effect from time to time, to prevent Disabling Devices from being incorporated or introduced into any Component of the System by Contractor or any third party and to detect Disabling Devices in the event preventive measures fail.
- 16.1.6 Contractor shall not cause any unplanned interruption of the operations of, or accessibility to the System or any System Component through any device, method or means including, the use of a virus, lockup, time bomb, or key lock, worm, device or program, or disabling code, which has the potential or capability of compromising the security of County's or any third party's confidential or proprietary information or of purposefully causing any interruption of the operations of, or accessibility of the System or any System Component to County or an User, or which could alter, destroy, or inhibit the use of the System, any System Component, or the data contained therein (collectively referred to for purposes of Paragraphs 16.1.5 and 16.1.6 as "Disabling Device(s)"). Contractor further represents, warrants and agrees that it has not purposely placed, nor is it aware of, any Disabling Device on or in any System Component provided to County under this Agreement, nor shall Contractor permit any subsequently delivered System Component to contain any Disabling Device.
- 16.1.7 Contractor shall support all System Software Components installed at any County facility in full accordance with Exhibit B-5 (Maintenance and Support Services) and generally accepted principles for supporting and maintaining large-scale core business applications.
- 16.1.8 Prior to the expiration of the System Warranty Period, or the Other Professional Services and Additional Software Warranty Period, as the case may be, and at all times otherwise provided that County is paying any applicable Maintenance and Support Fees, Maintenance Enhancements of and Updates to the System Software, or any Component or module of such System Software, and all Documentation related thereto, shall be provided to County, at no additional cost over and above the sums otherwise payable by County under this Agreement, promptly after the creation thereof, and in no event later than thirty (30) calendar days after County's request thereof.

- 16.1.9 County will be entitled to use the System and all System Components without interruption of System use, subject only to County's obligation to make the required payments under this Agreement. Contractor further represents and warrants that this Agreement and the System is neither subject nor subordinate to any right or claim of any third party, including Contractor's creditors. Further, Contractor represents and warrants that during the Term, it shall not subordinate this Agreement or any of its rights hereunder, including the License to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of county's use of the System and System Components in accordance with this Agreement. Neither Contractor's performance of this Agreement nor the License to, and use by, County and its User of the System (or any component thereof) in accordance with this Agreement will in any way violate any nondisclosure agreement, nor constitute any infringement, misappropriation or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, moral rights, or other rights of any third party.
- 16.1.10 Contractor shall supply County, subject to the provisions of Paragraph 14 (Ownership and License), with all Source Code for all System Software and all Documentation and other proprietary information related to such Source Code for the entire term of the License (other than Source Code for any System Components which are proprietary to a third party and for which Contractor does not have the right to provide Source Code). Contractor shall ensure that County has at all times been delivered the most current version of the Source Code, as well as object Code for all System Software.
- 16.1.11 Contractor has the full power and authority to grant to County all rights, including, license and ownership rights, granted by this Agreement with respect to all System Software.
- 16.1.12 Contractor shall not sell, assign, convey, sublicense, or otherwise transfer its interest in the System or any Component thereof without the prior written consent of County.
- 16.1.13 The System and the tasks performed by the System upon execution by a User, provided such User is using the System in an authorized manner, shall comply with federal, state, and local laws and regulations (including the Privacy Regulations), which are deemed necessary by or through federal, state, and local agencies and shall further comply with all applicable rules, regulations, and directives.

- 16.1.14 Contractor shall assign to County the benefits of any applicable warranty or indemnity offered by any manufacturer of any of the System Software, or any other product or service provided hereunder shall fully extend to and be enjoyed by County.
- 16.1.15 Contractor shall maintain comprehensive data security procedures and practices appropriate to the nature of the confidential information, which shall include, but not be limited to, reasonable and appropriate technical, organizational, administrative and other security measures, to protect the confidential information from unauthorized access, destruction, use, modification, or disclosure. The content and implementation of the data security program and associated technical, organizational, administrative and security measures shall be fully documented in writing by Contractor, and Contractor shall provide comprehensive training on the data security program to all parties granted access to the confidential information. The documentation shall address control architecture, encryption and data separation procedures, access control and verification, the presence or absence of audit trails, system testing and monitoring, disaster recovery and back-up, and program responsibility, among other items.
- 16.1.16 Under no circumstances shall Contractor make any changes in its technical, organizational, administrative and other security measures that materially weaken any technical, organizational, administrative or other security measure in place to safeguard the confidential information or result in Contractor's failure to meet any of the minimum standards set forth in this Agreement.
- 16.1.17 To the extent Contractor removes the confidential information from any media under its control that is taken out of service, Contractor agrees to permanently and securely destroy or erase such confidential information in accordance with the National Institute of Standards and Technology (NIST) Guidelines for Media Sanitation (Special Publication 800-88), as amended from time to time. Under no circumstances shall Contractor, or such entity as the case may be, use or re-use media on which the confidential information has been stored for any purpose unless such confidential information has been permanently and securely destroyed or erased. To the extent that Contractor is disposing of any hard copies of County's Confidential Information (including following any records retention requirements under this Agreement or applicable law), Contractor agrees to shred such copies and not to put in trash contained when Contractor disposes of such copies. All such copies to be shredded are to be placed in a locked or secure container/bin/box and labeled

"shred" until they are destroyed. No such copies are to be recycled.

- 16.1.18 As a precondition to accepting the first credit/debit card payment, Contractor shall submit a letter from an authorized officer of Contractor (a) certifying that Contractor or each such entity, as the case may be, is in compliance with Visa U.S.A. Cardholder Information Security Program (in this Paragraph 16, "CISP") and the Payment Card Industry (in this Paragraph 16, "PCI") Data Security Standard and (b) detailing the status of such compliance, including, without limitation, an identification of any security vulnerabilities identified in connection with Contractor's most recent CISP and/or PCI Data Security Guidelines compliance audit and corrective action taken with respect thereto. Thereafter, no less frequently than annually and, in any event, within forty-five (45) days of the completion of any CISP and/or PCI Data Security Guidelines compliance audit with respect to Contractor, Contractor shall provide a letter from an authorized officer of Contractor (a) certifying that Contractor is in compliance with CISP and PCI Data Security Guidelines and (b) detailing the status of such compliance, including, without limitation, an identification of any security vulnerabilities identified in connection with Contractor's most recent CISP and/or PCI Data Security Guidelines compliance audit and corrective action taken with respect thereto.
- 16.1.19 Whether as a result of, or in connection with the provision of, Updates or Enhancements or otherwise, Contractor shall take no action which shall compromise Contractor's compliance with the Data Security Guidelines, including the PCI Data Security Standard.
- 16.1.20 Without limiting Paragraph 18.0 (Compliance with Applicable Law, Etc.) of Exhibit A (Additional Terms and Conditions), Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, policies, guidelines and directives (in this Paragraph 16, "Laws") relating to incidents which compromise, are reasonably believed to have compromised, or may potentially compromise, the security, confidentiality and/or integrity of any confidential information (collectively in this Paragraph 16, "Security Incidents"), including without limitation, California Civil Code Section 1798.82. Under no circumstances will this Subparagraph be deemed to confer upon County responsibility for Contractor's compliance with all applicable Laws.
- 16.1.21 No later than forty-eight (48) hours of the occurrence of any Security Incident, Contractor shall (a) provide County Program

Director and the Department's Chief Information Security Officer with written notification detailing such Security Incident, (b) investigate (with County's participation if so desired by County) such Security Incident, (c) perform a root cause analysis and prepare a corrective action plan, (d) provide written reports of its findings and proposed actions to County for its review, (e) to the extent such Security Incident is within Contractor's areas of control, remediate such Security Incident or potential Security Incident and prevent its recurrence at Contractor's sole cost and expense, (f) cooperate with County in providing any notices that County deems appropriate to affected data subjects, government agencies, credit bureaus and other entities, and (g) cooperate with County in any litigation and investigation against third parties deemed necessary by County to protect the confidential information. Contractor shall be solely responsible for all costs it incurs as a result of compliance with the above requirements. No later than ten (10) Business Days of County Program Director's or County Program Manager's request therefor, Contractor shall make the staff responsible for compliance with the Data Security Guidelines available for a conference call with County staff to discuss each Security Incident and the response to such Security Incident, which response shall include, but not be limited to, the steps taken (a) to prevent the reoccurrence of such a Security Incident and (b) to comply with the provisions of this Paragraph 16 with respect to such Security Incident.

- 16.1.22 Without limiting any provisions of this Agreement, Contractor shall bear: (a) the costs incurred by Contractor in complying with its legal obligations relating to such breach, and (b) in addition to any other costs, expenses, or damages for which Contractor may be liable for under this Agreement, the following costs incurred by County in responding to such breach, to the extent applicable: (i) the cost of providing notice to affected individuals, (ii) the cost of providing notice to government agencies, credit bureaus, and other required entities, (iii) the cost of providing affected individuals with credit monitoring or restoration services for a minimum of twelve (12) months or such longer minimum period required by applicable Law, to the extent the incident could lead to a compromise of the data subject's credit or credit standing, (iv) call center support for such affected individuals for a specific period not to exceed thirty (30) days, (v) the cost of any other measures required under applicable Law, and (vi) any other damages for which Contractor would be liable under this Agreement, including, but not limited to costs incurred by issuing banks to restore or correct the data subject's credit or credit standing.

16.2 Location

Contractor must physically locate Contractor Project Manager and other key members of Contractor's project team at an office within forty (40) miles of the Department's CSD headquarters in Alhambra, California, unless alternative arrangements can bring an equivalent level of project communication and coordination.

16.3 Performance Security

16.3.1 Contractor shall furnish for the purpose of this Agreement, within thirty (30) days from the Effective Date, or such longer period as mutually agreed upon by County and Contractor, and in all events prior to commencing any Work under this Agreement, performance security in the form of a performance bond, a certificate of deposit (CD), an irrevocable letter of credit (LOC) or other performance security in a form and from a financial institution acceptable to County payable to County in the amount of the Maximum Contract Sum for the Work for the Implementation and Post-Implementation Phases.

16.3.2 Prior to the acceptance of Contractor's performance security, Contractor shall submit to County for approval the form of the proposed performance security. Both the initial expense and annual premiums for the performance security shall be paid by Contractor.

16.3.3 In the event of termination under Exhibit A (Additional Terms and Conditions), Paragraph 4.0 (Termination for Insolvency), the performance security amount shall become payable to County for any outstanding damage assessments made by County against Contractor. An amount up to the full amount of the performance security may also be applied to Contractor's liability for any administrative costs and/or any excess costs incurred by County in obtaining similar software and services to replace those terminated as a result of Contractor's insolvency.

17. THIRD PARTY SOFTWARE

17.1 Contractor hereby represents and warrants that it has full right of all System Software and all proprietary rights therein, and that none of the System Software other than the Third Party Software is licensed from third parties. Contractor represents and warrants that it has not modified and shall not modify, nor does Contractor foresee any need to modify, Third Party Software in order for the System to fully perform in accordance with all requirements of this Agreement, except as expressly indicated in Contractor's proposal. Contractor represents and warrants that it does not

have any license or other right to modify Third Party Software and that Third Party Software shall be provided to County in the same unmodified form as received by Contractor from the applicable third party. Contractor represents and warrants that Third Party Software shall, together with the remainder of the System Software, fully satisfy all requirements of the Agreement without the need for any modification of Third Party Software by Contractor or otherwise.

- 17.2 County acknowledges that it may have to execute certain third party license agreements in respect of Third Party Software, which license agreements, upon execution by County thereof, are incorporated herein by this reference. These third party license agreements shall be at no additional cost to County, other than any third-party costs itemized and set forth in Exhibit C (Price and Schedule of Payments), and shall include reasonable terms and conditions as determined by County, but shall not otherwise limit the terms of the License hereunder, or restrict County's ability to exercise its rights in respect of the System, except in such agreements. Without limiting the generality of the foregoing, to the extent that any such third party license agreements conflicts with this Agreement as it applies to County's right to use the System, Contractor shall take all necessary action and pay all sums required to provide County with all the rights to use the System afforded by this Agreement as it applies to County's right to use the System, Contractor shall take all necessary action and pay all sums required to provide County with all the rights to use the System afforded by this Agreement. The licenses acquired and delivered to County pursuant to this Paragraph 17.2 do not and shall not in any way limit County's rights pursuant to Paragraph 14 (Ownership and License).
- 17.3 In the event it nonetheless becomes necessary to modify Third Party Software to satisfy any of the requirements of this Agreement, Contractor shall promptly, at no cost to County, either: 1) obtain a license from the appropriate third party which shall enable Contractor to modify such Third Party Software, and Contractor shall provide all necessary modifications or 2) to the extent that Contractor is unable to obtain such a license, provide an upgrade or alternative solution, which is functionally equivalent, in County's Project Director's determination, in lieu of modifying such Third Party Software.

18. MAINTENANCE AND SUPPORT

- 18.1 Contractor shall provide County with "Maintenance and Support Services" as described in Exhibit B-5 (Maintenance and Support Services). Maintenance and Support Services shall commence with respect to each Component of the System on County's Acceptance thereof. Maintenance and Support Services in respect of the System and of each Component shall be provided by Contractor at no cost to County until Final System

Acceptance, and thereafter at the annual Maintenance and Support Fees set forth in Exhibit C (Price and Schedule of Payments). Updates provided to County and implemented by Contractor as part of Maintenance and Support Services shall be deemed part of the Application Software for all purposes hereunder. Provisions of Updates under this Agreement shall not increase County's Maintenance and Support Fees.

- 18.2 During all periods when County pays Maintenance and Support Fees, County may apply Service Credits against Maintenance and Support Fees owed to Contractor, as more fully described in Exhibit B-5 (Maintenance and Support Services), in the event Contractor fails to timely resolve a Deficiency.

19. OTHER PROFESSIONAL SERVICES AND ADDITIONAL SOFTWARE

Upon the written request of County Project Director made at any time and from time to time during the Term, Contractor shall provide to County "Other Professional Services," including additional Custom Programming, Additional Interfaces, and Data Conversions, and "Additional Software" as set forth in a Change Order prepared and executed in accordance with Paragraph 6 (Change Notices, Change Orders, and Amendments). Other Professional Services and Additional Software shall be payable out of, and shall not exceed, the Pool Dollars available as set forth in Exhibit C (Price and Schedule of Payments), excepting any optional Fixed Price professional services included in the Maximum Contract Sum, and shall be payable at the rates of applicable fixed prices set forth in Exhibit C (Price and Schedule of Payments) if so specified. Approval of any and all Other Professional Services and payment therefore shall be in accordance with Exhibit B-6 (Process for Receiving, Reviewing, and Approving Deliverables) and Paragraph 10 (Invoices and Payments).

20. PRODUCTION USE

Subject to County's obligation of Acceptance set forth in Exhibit B-6 (Process for Receiving, Reviewing, and Accepting Deliverables) and the Agreement, following a complete ACES installation by Contractor and prior to Final System Acceptance by County, County shall have the right to use, in a Production Use mode, any completed portion of the System, without any additional cost to County where County determines that it is necessary for County operations. Such Production Use shall not restrict Contractor's performance under this Agreement and shall not be deemed Final System Acceptance.

21. PROHIBITION AGAINST DELEGATION AND ASSIGNMENT; CONTINUOUS PRODUCT SUPPORT

21.1 Limitation on Assignment

Contractor shall not have any right to, and shall not, assign its rights and/or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its sole discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph 21, County consent shall require a written amendment to this Agreement which is formally approved and executed by the Sheriff and Contractor. Any payments by County to any approved delegate or assignee on any claim under this Agreement, in consequence of any such consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

21.2 Changes of Control

Shareholders, partners, members or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein, at the time of execution of this Agreement, such disposition is an assignment requiring an assignment requiring the prior written consent of County in accordance with Subparagraph 21.1 above.

21.3 Termination

Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

21.4 Continuous Product Support

If (i) Contractor assigns this Agreement in accordance with Paragraph 21 (Prohibition Against Delegation and Assignment), or (ii) Contractor sells, assigns, or transfers its interest in the System in accordance with

Paragraph 16.1.11, and in either case, subsequent to such event, the System is not supported to at least the same level that Contractor supported the System as determined by County Project Director (because, for example, Contractor's assignee chooses to support other products with similar functions), or (iii) Contractor markets a successor software product which replaces the System Software (other than the Third Party Software), and with the consent of County in its sole discretion, ceases to provide Maintenance and Support Services for such System Software during the Term (each of conditions (i), (ii), and (iii) referred to as a "Successor Event"), then County, at its sole option, may elect to transfer the License, without cost or penalty, to another similar product ("Replacement Product") within Contractor's or its assignee's or successor's product offering. The assignee or successor, if applicable, by taking benefit (including acceptance of any payment under this Agreement) shall be deemed to have ratified this Agreement. All terms and conditions of this Agreement shall continue in full force and effect for the Replacement Product, including Contractor's obligations in respect of warranties and Maintenance and Support Services. In addition, the following terms and conditions shall apply if County elects to transfer the License to a Replacement Product:

- 21.4.1 Any prepaid Maintenance and Support Fees for the System shall transfer in full force and effect for the balance of the Replacement Product's Maintenance and Support Services term (or equivalent service) at no additional cost. If the prepaid moneys are greater than the Replacement Product's Maintenance and Support Fee for the same term, the credit balance shall be applied to future Maintenance and Support Fees or returned to County, at County's option. Under no circumstances is County obligated to pay Maintenance and Support Fees in excess of the amounts expressly agreed hereunder and set forth in Exhibit C (Price and Schedule of Payments);and
- 21.4.2 Any and all modules offered separately, and needed to match the original System's level of functionality, as determined by County Project Director shall be supplied by Contractor's assignee or successor without additional cost or penalty, and shall not affect the calculation of any Maintenance and Support Fees; and
- 21.4.3 County shall receive reasonable training for Users, for purposes of learning the Replacement Product. Training shall be provided at no cost to County or Users; and
- 21.4.4 All License terms and conditions shall remain as granted herein with no additional fees imposed on County; and

21.4.5 The definition of System Software shall then mean the Replacement Product.

22. SURVIVAL

The following Paragraphs of this Agreement shall survive its expiration or termination for any reason: Paragraph 1 (Agreement and Interpretation); Paragraph 2 (Definitions); Paragraph 8 (Prices and Fees); Paragraph 10 (Invoices and Payments); Paragraph 12 (Notice); Paragraph 13 (Arm's Length Negotiations); Paragraph 14 (Ownership and License); Paragraph 15 (System Software Warranty); Paragraph 18 (Maintenance and Support Services); and Paragraph 22 (Survival); and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions).

**AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
[_____]**

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Mayor and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By _____
Mayor, Board of Supervisors

ATTEST:
SACHI A. HAMAI
Executive Officer
Los Angeles County
Board of Supervisors

By _____
Deputy

Contractor **[Contractor's name]**

Signature: _____

Title: _____

APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN
County Counsel

By _____

**COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT**

AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

**REQUEST FOR PROPOSALS
RFP# 399-SH**

**APPENDIX A:
SAMPLE AGREEMENT**

**EXHIBIT A:
ADDITIONAL TERMS AND CONDITIONS**

TABLE OF CONTENTS

	<u>Page</u>
1.0 SUBCONTRACTING	1
2.0 DISPUTE RESOLUTION PROCEDURE	3
3.0 CONFIDENTIALITY	5
4.0 TERMINATION FOR INSOLVENCY	7
5.0 TERMINATION FOR DEFAULT	8
6.0 TERMINATION FOR CONVENIENCE	9
7.0 TERMINATION FOR IMPROPER CONSIDERATION	9
8.0 INTENTIONALLY DELETED	10
9.0 EFFECT OF TERMINATION	10
10.0 WARRANTY AGAINST CONTINGENT FEES	11
11.0 AUTHORIZATION WARRANTY	12
12.0 ADDITIONAL WARRANTIES	12
13.0 INDEMNIFICATION AND INSURANCE	12
14.0 INTELLECTUAL PROPERTY INDEMNIFICATION	17
15.0 BUDGET REDUCTIONS	18
16.0 FORCE MAJEURE	18
17.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT	19
18.0 COMPLIANCE WITH APPLICABLE LAW	21
19.0 FAIR LABOR STANDARDS	21
20.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES	21
21.0 NONDISCRIMINATION IN SERVICES	23
22.0 EMPLOYMENT ELIGIBILITY VERIFICATION	23
23.0 HIRING OF EMPLOYEES	24
24.0 CONFLICT OF INTEREST	24
25.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION	25
26.0 TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE	25
27.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS	25
28.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE	25
29.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST	26
30.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT	26
31.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	26
32.0 RECYCLED-CONTENT PAPER	27
33.0 COMPLIANCE WITH JURY SERVICE PROGRAM	27
34.0 BACKGROUND AND SECURITY INVESTIGATIONS	28
35.0 ACCESS TO COUNTY FACILITIES	29
36.0 COUNTY FACILITIES OFFICE SPACE	29
37.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS	29
38.0 PHYSICAL ALTERATIONS	30
39.0 FEDERAL EARNED INCOME TAX CREDIT	30
40.0 INTENTIONALLY DELETED	30

TABLE OF CONTENTS (continued)

Page

41.0	INDEPENDENT CONTRACTOR STATUS.....	30
42.0	RECORDS AND AUDITS	31
43.0	LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES	32
44.0	NO THIRD PARTY BENEFICIARIES	32
45.0	MOST FAVORED PUBLIC ENTITY.....	33
46.0	COUNTY'S QUALITY ASSURANCE PLAN.....	33
47.0	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	33
48.0	INTENTIONALLY DELETED	33
49.0	NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT	33
50.0	SAFELY SURRENDERED BABY LAW	34
51.0	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	34
52.0	PUBLIC RECORDS ACT	34
53.0	TRANSITIONAL JOB OPPORTUNITES PREFERENCE PROGRAM.....	35
54.0	WAIVER.....	36
55.0	GOVERNING LAW, JURISDICTION, AND VENUE	36
56.0	SEVERABILITY	36
57.0	RIGHTS AND REMEDIES	36
58.0	NON EXCLUSIVITY.....	36
59.0	FACSIMILE	37
60.0	LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM	37
61.0	LOCAL SMALL BUSINESS ENTERPRISE (SBE) PROMPT PAYMENT PROGRAM.....	38
62.0	TERMINATION FOR NON APPROPRIATION OF FUNDS	38
63.0	WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	38
64.0	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	38
65.0	NOTICE OF DELAYS	39

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Agreement. Capitalized terms not otherwise defined in this Exhibit A as used herein have the meanings given to such terms in the base document of the Agreement.

1.0 SUBCONTRACTING

1.1 General

In entering into the Agreement, County has relied, on the reputation of the Contractor and on obtaining its personal performance. Consequently, no performance of the Agreement, or any portion thereof, shall be subcontracted by Contractor except in accordance with the procedures set forth in this Paragraph 1.0 (Subcontracting). Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Agreement, except in accordance with the procedures set forth in this Paragraph 1.0 (Subcontracting), shall be null and void and shall constitute a material breach of the Agreement, upon which County may immediately terminate the Agreement.

1.2 Procedure for Subcontracting

If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under the Agreement to any subcontractor, Contractor shall adhere to the following procedures.

- 1.2.1 Contractor shall notify the County Project Director of its desire to subcontract a portion of the Work, which notice shall include the reason for the proposed subcontract, and a description of the Work to be performed under the proposed subcontract.
- 1.2.2 The identity of such subcontractor and why such subcontractor was selected.
- 1.2.3 A certificate of insurance from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance required by the Agreement.
- 1.2.4 If the proposed Work is to be performed by a subcontractor, then in addition to the foregoing, Contractor shall provide:
 - a) A draft copy of the proposed subcontract. The material provisions of any approved subcontract between Contractor and a third party may be changed or amended, as applicable, only with the prior

written approval of the County Project Director, which approval shall not be unreasonably withheld; and

- b) Any other information and/or certifications reasonably requested by County.

The County Project Director will review Contractor's request to subcontract and determine, in his discretion, whether or not to consent to such request on an individual basis. Without limiting in any way County's prior approval rights, Contractor shall deliver to the County Project Director a fully executed copy of each subcontract entered into by Contractor pursuant to this Subparagraph 1.2.4, on or immediately after the effective date of the subcontract but in no event later than the date any Work is performed under the subcontract.

- 1.2.5 Contractor shall obtain an executed subcontractor Employee Acknowledgment and Confidentiality (see Exhibit E1 (Contractor's Employee Acknowledgement and Confidentiality Agreement)) for each of subcontractor's employees performing Work under the subcontract. Such Contracts shall be delivered to the County Project Director on or immediately after the effective date of the particular subcontract but in no event later than the date any such employee commences performing Work under the subcontract.

1.3 Contractor Responsibilities.

- 1.3.1 Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under the Agreement, including the obligation properly to supervise, coordinate, and perform, all Work required hereunder, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to County.
- 1.3.2 In the event that County consents to any subcontracting, such consent shall be subject to County's right to reject any and all subcontractor personnel providing services under such subcontract.
- 1.3.3 In the event that County consents to any subcontracting, Contractor shall cause the subcontractor, on behalf of itself, its successors and administrators, to assume and be bound by and shall be deemed to have assumed and agreed to be bound by each and all of the provisions of the Agreement and any executed Change Order or Amendment hereto as it relates to or affects the Work performed by subcontractor hereunder.
- 1.3.4 Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors and their

officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

2.0 DISPUTE RESOLUTION PROCEDURE

2.1 General

Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to the Agreement. All such disputes shall be subject to the provisions of this Paragraph 2.0 (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

2.2 Continued Work

Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, which the parties mutually determine should be delayed as a result of such dispute.

2.2.1 If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by the County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.

2.2.2 If County fails to continue without delay to perform its responsibilities under the Agreement which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

2.3 Dispute Resolution Procedures

In the event of any dispute between the parties with respect to the Agreement, Contractor and County shall submit the matter as follows:

- 2.3.1 Contractor and County shall first submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 2.3.2 If the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 2.3.3 If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president or chief operating officer and the Sheriff. These persons shall have five (5) Business Days to attempt to resolve the dispute.
- 2.3.4 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Agreement and its rights and remedies as provided by law.
- 2.4 Documentation of Dispute Resolution Procedures
- All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in Subparagraph 2.3 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.
- 2.5 Not Applicable to County's Right to Terminate
- Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0 (Termination for Default), Paragraph 6.0 (Termination for Convenience), or Paragraph 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, or any other termination provision under this Agreement, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

3.0 CONFIDENTIALITY

3.1 General

- 3.1.1 Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's performance under the Agreement, in accordance with all applicable Data Security Guidelines, Card Rules, Federal, State, and local laws, rules, regulations, ordinances, guidelines, policies and procedures, and directives relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 3.1.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 3.0 (Confidentiality), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 3.0 (Confidentiality) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 3.1.3 Contractor shall inform all of its directors, officers, shareholders, employees, subcontractors and agents providing services hereunder of the confidentiality provisions of this Agreement. Contractor shall provide to County an executed Contractor's Employee Acknowledgment and Confidentiality Agreement (Exhibit E1 to the Agreement) for each of its employees, and subcontractors' employees if any, who are performing Work under the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person, or entity to which Contractor discloses such confidential information.

3.2 Disclosure of Information.

- 3.2.1 With respect to any confidential information obtained by Contractor pursuant to the Agreement, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Agreement; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose. Contractor shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding information security or maintenance in County's computer systems or to any safeguard, countermeasure, or contingency plan, policy, or procedure for data security contemplated or implemented by County.
- 3.2.2 Without limiting the generality of Paragraph 3.2.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify the County Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

3.3 Contractor Information

Any and all confidential or proprietary information which is developed or was originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "proprietary" or "confidential." County shall undertake reasonably to maintain the confidentiality of materials marked by Contractor as "proprietary" or "confidential." Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for:

- 3.3.1 Any of Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends;
- 3.3.2 Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and
- 3.3.3 Any materials indicating the volume, frequency and type of goods and services provided by Contractor, including, but not limited to use under Paragraph 25.0 (Re-solicitation of Bids, Proposals, or Information).

3.4 Use of County Name

In recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under the Agreement within the following conditions:

- 3.4.1 Contractor shall develop all publicity material in a professional manner.
- 3.4.2 During the Term, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the County Project Director, which shall not be unreasonably withheld or delayed.
- 3.4.3 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Agreement with County, provided that the requirements of this Paragraph 3.4 (Use of County Name) (other than the requirements set forth in Paragraph 3.4.2) shall apply.
- 3.4.4 Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure promptly and prospectively any use of County's name that has been objected to by County.

3.5 Injunctive Relief

Contractor acknowledges that a breach by Contractor of this Paragraph 3.0 (Confidentiality) may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under the Agreement and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this Paragraph 3.0 (Confidentiality).

4.0 TERMINATION FOR INSOLVENCY

- 4.1 County may terminate the Agreement immediately at any time following the occurrence of any of the following:

- 4.1.1 Contractor has ceased to pay or has admitted in writing its inability 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 United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;
 - 4.1.2 The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) days) regarding Contractor under the United States Bankruptcy Code;
 - 4.1.3 The appointment of a receiver or trustee for Contractor; or
 - 4.1.4 The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.
- 4.2 The rights and remedies of County provided in this Paragraph 4.0 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.
- 4.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Agreement, County may elect to retain its rights under the Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under the Agreement. The foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

5.0 TERMINATION FOR DEFAULT

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

- 5.2 In the event that County terminates this Agreement in whole or in part as provided in Paragraph 5.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph.
- 5.3 If, after County has given notice of termination under the provisions of this Paragraph 5.0 (Termination for Default), it is determined by County that Contractor was not in default under the provisions of this Paragraph 5.0 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 6.0 (Termination for Convenience).
- 5.4 The rights and remedies of County provided in this Paragraph 5.0 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

6.0 TERMINATION FOR CONVENIENCE

6.1 Termination for Convenience.

The Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for any reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after notice.

6.2 No Prejudice; Sole Remedy

Nothing in this Paragraph 6.0 (Termination for Convenience) is deemed to prejudice any right of Contractor to make a claim against the County in accordance with this Agreement and applicable law and County procedures for payment for Work through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Paragraph 6.2 (No Prejudice; Sole Remedy) shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this Paragraph 6.0 (Termination for Convenience) by County.

7.0 TERMINATION FOR IMPROPER CONSIDERATION

- 7.1 County may, upon written notice to Contractor, immediately terminate the right of Contractor to proceed under the Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award,

amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

- 7.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 7.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.0 INTENTIONALLY DELETED

9.0 EFFECT OF TERMINATION

9.1 Remedies

In the event that County terminates the Agreement in whole or in part as provided in Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0 (Termination for Default), Paragraph 6.0 (Termination for Convenience), or Paragraph 7.0 (Termination for Improper Consideration) of this Exhibit, then:

- 9.1.1 Contractor shall (a) stop performing Work under the Agreement on the date and to the extent specified in such notice, (b) promptly transfer and deliver to County copies of all completed Work and Work that is in process, in media reasonably requested by County, (c) promptly transfer and deliver all items previously paid for by County, and (d) complete performance of such part of the Work as shall not have been terminated by such notice;
- 9.1.2 Unless County has terminated the Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar and competitive to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs reasonably incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;
- 9.1.3 Contractor shall promptly return to County any and all of County's confidential information that relates to that portion of the Agreement or Work terminated by County;
- 9.1.4 Contractor shall tender promptly payment to County, and shall continue to tender payment for the duration of any liquidated damages levied

pursuant to Paragraph 11.0 (Liquidated Damages), of the body of the Agreement, to the extent applicable; and

- 9.1.5 Contractor and County shall continue the performance of the Agreement to the extent not otherwise terminated.

9.2 Transition Services

Contractor agrees that in the event of any termination of the Agreement, as a result of the breach hereof by either party, or for any other reason, including expiration, Contractor shall fully cooperate with County in the transition by County to a new contractor, toward the end that there be no interruption of the County's day to day operations due to the unavailability of the Work during such transition. Contractor agrees that if County terminates the Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit or Paragraph 5.3 of this Exhibit, Contractor shall perform transition services, and shall invoice County for such transition services within a maximum amount in accordance with a transition plan to be agreed upon, in advance, by the County Project Director and the Contractor Project Director. Contractor further agrees that in the event that County terminates the Agreement for any breach by Contractor, Contractor shall perform transition services at no cost to County. In connection with the provision of any transition services pursuant to this Paragraph 9.2 (Transition Services), Contractor shall provide to the County Project Director, upon request by the County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

9.3 Remedies Not Exclusive

The rights and remedies of County set forth in this Paragraph 9.0 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

10.0 WARRANTY AGAINST CONTINGENT FEES

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

11.0 AUTHORIZATION WARRANTY

Contractor and the person executing the Agreement on behalf of Contractor hereby represent and warrant that the person executing the Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

12.0 ADDITIONAL WARRANTIES

In addition to the warranties elsewhere in this Agreement, Contractor represents, warrants and further covenants and agrees to the following:

- 12.1 Contractor bears the full risk of loss due to total or partial destruction of all or any part any goods acquired from Contractor, as applicable, until acceptance by the County.
- 12.2 At the time of delivery to and acceptance by County, all goods shall be new, in good working order, in conformity with manufacturer's published specifications and descriptions, and free from defects in workmanship and materials, as determined by County.
- 12.3 Contractor shall, in the performance of all Work, strictly comply with the descriptions and representations (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) as set forth in this Agreement, including the Statement of Work.
- 12.4 All Work shall be performed in a timely and professional manner by qualified personnel.
- 12.5 Contractor and each of its personnel performing Work hereunder have all permits, licenses, and certifications necessary to perform Contractor's obligations under the Agreement.

13.0 INDEMNIFICATION AND INSURANCE

13.1 Indemnification

Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents 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 or connected with the Contractor's acts and/or omissions arising from and/or relating to this Agreement.

13.2 General Provisions for All Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 13.2 (General Provisions for All Insurance Coverage) and 13.3 (Insurance Coverage) of this Exhibit. 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 Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Agreement.

13.2.1 Evidence of Coverage and Notice to County

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

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

Los Angeles County Sheriff's Department
Contracts Monitoring, Manager

4700 Ramona Boulevard, Room 214
Monterey Park, California 91754

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

13.2.2 Additional Insured Status and Scope of Coverage

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

13.2.3 Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

13.2.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

13.2.5 Insurer Financial Ratings

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

13.2.6 Contractor's Insurance Shall Be Primary

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

13.2.7 Waivers of Subrogation

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

13.2.8 Subcontractor Insurance Coverage Requirements

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

13.2.9 Deductibles and Self-Insured Retentions (SIRs)

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

13.2.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this

Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

13.2.11 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.

13.2.12 Separation of Insureds

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

13.2.13 Alternative Risk Financing Programs

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

13.2.14 County Review and Approval of Insurance Requirements

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

13.3 Insurance Coverage

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

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

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

- 13.3.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.
- 13.3.4 **Professional Liability/Errors and Omissions Insurance** covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

14.0 INTELLECTUAL PROPERTY INDEMNIFICATION

- 14.1 **Indemnification Obligation.** Contractor shall indemnify, hold harmless and defend County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to the System Software or other Tasks, Deliverables, goods, services or other work licensed or acquired hereunder or the operation and utilization of Contractor's work under this Agreement (collectively in this Paragraph 14.0 [Intellectual Property Indemnification] "Infringement Claim(s)"). Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 14.0 (Intellectual Property Indemnification) shall be conducted by Contractor and performed by counsel selected by Contractor and approved in writing by County (which approval shall not be unreasonably withheld). Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or this Agreement, County shall be entitled to reimbursement for all such costs and expenses.
- 14.2 **Procedures.** County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon

such notice, Contractor shall, at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the System Software or other Tasks, Deliverables, goods, services or other work licensed or acquired hereunder, or part(s) or component(s) thereof, to the same extent of County's license or ownership rights under this Agreement; or (ii) to the extent Contractor is unable to procure such right, replace or modify the System Software or other Tasks, Deliverables, goods, services or other work licensed or acquired hereunder, or part(s) or component(s) thereof, with another software or product of services, or part(s) or component(s) thereof, of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the System Software or other Tasks, Deliverables, goods, services or other work licensed or acquired hereunder and all parts and components become non-infringing, non-misappropriating and non-disclosing.

- 14.3 Remedial Acts.** If Contractor fails to complete the remedial measures in Paragraph 14.2 above within forty-five (45) days of the date of the written notice from County or County has not approved in writing (such approval not to be unreasonably withheld) Contractor's plan of completing such remediation, then, County shall have the right to take such remedial acts as County determines to be reasonable to mitigate any impairment of its use of the System Software or damages or other costs or expenses (in this Paragraph 14.3, "County's Remedial Acts"). Contractor shall indemnify County under Paragraph 13.1 (Indemnification) for all amounts paid and all direct and indirect costs associated with County's Remedial Acts. Failure by Contractor to pay such amounts within ten (10) days of invoice by County shall, in addition to, and cumulative to all other remedies, entitle County to immediately withhold payments due to Contractor under this Agreement up to the total of the amounts paid in connection with County's Remedial Acts.

15.0 BUDGET REDUCTIONS

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

16.0 FORCE MAJEURE

Except with respect to defaults of any subcontractors, Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other

than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts 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 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 Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Paragraph 16.0 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

17.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 17.1 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 Agreement. It is the County's policy to conduct business only with responsible contractors.
- 17.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which 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 Contractor may have with County.
- 17.3 County may debar Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (a) violated a term of a contract, including this Agreement, with County or a nonprofit corporation created by County, (b) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (c) committed an act or offense which indicated a lack of business integrity or business honesty, or (d) made or submitted a false claim against County or any other public entity.
- 17.4 If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- 17.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 17.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall 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. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that a 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 County.

The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

- 17.7 These terms shall also apply to subcontractors of County contractors.

- 17.8 A listing of contractors that are currently on the Debarment List for the County of Los Angeles may be found at the following website:

http://lacounty.info/doing_business/DebarmentList.htm

18.0 COMPLIANCE WITH APPLICABLE LAW

- 18.1 In the performance of this Agreement, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, directives, policies and procedures, Data Security Guidelines and Card Rules, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.
- 18.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 18.0 (Compliance with Applicable Law) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

19.0 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees and other expenses (including attorneys' fees) arising under any wage and hour law, including the Federal Fair Labor Standards Act for Work performed by Contractor's employees.

20.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES

Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally as required by applicable laws and regulations without regard to or because of race, color, religion,

ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 20.1 Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification, attached hereto as Exhibit D (Contractor's EEO Certification).
- 20.2 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include: 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.
- 20.3 Contractor certifies and agrees that it will deal with its bidders, or vendors as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.
- 20.4 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including:
 - 20.4.1 Title VII, Civil Rights Act of 1964;
 - 20.4.2 Section 504, Rehabilitation Act of 1973;
 - 20.4.3 Age Discrimination Act of 1975;
 - 20.4.4 Title IX, Education Amendments of 1973, as applicable; and
 - 20.4.5 Title 43, part 17, Code of Federal Regulations, subparts a & b;

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Agreement, or under any project, program, or activity supported by the Agreement.

- 20.5 Contractor shall, with reasonable notice and during regular business hours, allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 20.0 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Paragraph 20.0 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County,

constitute a material breach of the Agreement upon which County may immediately terminate the Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations such determination shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Agreement. All determinations of violations made pursuant to this Paragraph 20.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to Paragraph 2.3 (Dispute Resolution Procedures).

- 20.6 The parties agree that if Contractor violates the anti-discrimination provisions of the Agreement, County shall, at its 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 the Agreement.

21.0 NONDISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Paragraph 21.0 (Nondiscrimination in Services), discrimination in the provision of services may include the following: (a) denying any person any service or benefit or the availability of the facility, (b) providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others, (c) subjecting any person to segregation or separate treatment in any manner related to the receipt of any service, (d) restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit, and (e) treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

22.0 EMPLOYMENT ELIGIBILITY VERIFICATION

- 22.1 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 the Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for the period prescribed by law.

22.2 Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents pursuant to Subparagraph 13.1 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County 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 hereunder.

23.0 HIRING OF EMPLOYEES

Contractor and County agree that, during the Term and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or solicit any Project Director, Project Manager or other employee, of one party to become an employee or agent of the other party. Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Agreement, in the event that: (a) County has the right to terminate the Agreement pursuant to Paragraph 4.0 (Termination for Insolvency) of this Exhibit, (b) the Agreement is terminated by County due to Contractor's default pursuant to Paragraph 5.0 (Termination for Default) of this Exhibit, (c) without resolution acceptable to both parties, Contractor and County have followed Paragraph 2.3 (Dispute Resolution Procedures) or (d) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the Work as applicable.

24.0 CONFLICT OF INTEREST

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

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

comply with the provisions of this Paragraph 24.0 (Conflict of Interest) shall be a material breach of this Agreement.

25.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION

25.1 Contractor acknowledges that, prior to the expiration or earlier termination of the Agreement, County, in its discretion, may exercise its right to invite bids, request information, or request proposals for the continued provision of the goods and services delivered or contemplated under the Agreement. County shall make the determination to re-solicit bids, request information, or request proposals in accordance with applicable County policies.

25.2 Contractor acknowledges that County, in its discretion, may enter into a contract for the future provision of goods and services, based upon the bids, information, or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids, request for information, or request for proposals by virtue of its present status as Contractor.

26.0 TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE

Contractor and each County Lobbyist or County Lobbying Firm as defined in Los Angeles County Code Section 2.160.010 retained by Contractor, shall fully comply with the County lobbyist ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying Firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement.

27.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should Contractor require additional or replacement personnel after the Effective Date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (in this Paragraph, "GAIN") or General Relief Opportunity for Work (in this Paragraph, "GROW") programs who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first opportunity.

28.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might

reasonably, or have been observed to, impair such person's physical or mental performance.

29.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST

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

30.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L. A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

The CSSD will maintain and periodically update the "L.A.'s Most Wanted: Delinquent Parents" list on the Internet. The list may be televised before and after Board meetings.

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

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

31.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or County's CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant

to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

- 31.3 Failure of Contractor to maintain compliance with the requirements set forth in this Paragraph 31.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 5.0 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

32.0 RECYCLED-CONTENT PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in Contractor's provision of Work pursuant to the Agreement.

33.0 COMPLIANCE WITH JURY SERVICE PROGRAM

33.1 Jury Service Program

This Agreement is subject to the provisions of 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, a copy of which is attached as Exhibit G and incorporated by reference into and made a part of this Agreement.

33.2 Written Employee Jury Service Policy.

33.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.

33.2.2 For purposes of this Paragraph 33.0 (Compliance with Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident

who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: (a) the lesser number is a recognized industry standard as determined by County, or (b) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 33.0 (Compliance with Jury Service Program). The provisions of this Paragraph 33.0 (Compliance with Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

33.2.4 Contractor's violation of this Paragraph 33.0 (Compliance with Jury Service Program) of this Exhibit may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

34.0 BACKGROUND AND SECURITY INVESTIGATIONS

34.1 Each of Contractor's staff performing work under this Agreement who is in a designated sensitive position, as determined by County in county's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to work under this Agreement. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background

investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

- 34.2 If any of Contractor's staff, subcontractors or agents do not pass the background clearance investigation, County may request that the individual immediately be removed from performing Work at any time during the Term. County will not provide to Contractor or Contractor's staff any information obtained through County's background investigation.
- 34.3 County may immediately, at sole discretion of County, deny or terminate facility access to Contractor's staff, subcontractors or agents who do not pass such investigation(s) to the satisfaction of County, whose background or conduct is incompatible with County facility access.
- 34.4 Disqualification, if any, of Contractor staff, subcontractors or agents pursuant to this Paragraph 34.0 (Background and Security Investigations) shall not relieve Contractor of its obligations to complete all Work in accordance with the terms and conditions of this Agreement.

35.0 ACCESS TO COUNTY FACILITIES

Contractor, its employees, and agents will be granted access to County facilities, subject to Contractor's prior notification to and approval by the County Project Director, for the purpose of executing Contractor's obligations hereunder. Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by the County Project Director.

36.0 COUNTY FACILITIES OFFICE SPACE

In order for Contractor to perform services hereunder and only for the performance of such services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the County Project Director, at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service and network connections in such office space for use only for purposes of the Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

37.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

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

- 37.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of all County's other rights and remedies provided at law or equity, or under the Agreement, County may deduct such costs from any amounts due to Contractor from County under the Agreement.

38.0 PHYSICAL ALTERATIONS

Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the County Project Director, and County's Director of Internal Services Department, in their discretion.

39.0 FEDERAL EARNED INCOME TAX CREDIT

Contractor shall notify its employees, (and if applicable shall require each subcontractor to notify its employees) that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015. Copies of the Notice can be obtained by calling 1-800-829-3676 or from the IRS website at www.irs.gov.

40.0 INTENTIONALLY DELETED

41.0 INDEPENDENT CONTRACTOR STATUS

- 41.1 The Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent Contractor.
- 41.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Agreement all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 41.3 Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, 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 Contractor pursuant to the Agreement.

- 41.4 Contractor shall adhere to the provisions stated in Paragraph 3.0 (Confidentiality).

42.0 RECORDS AND AUDITS

- 42.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this Paragraph 42.0 (Records and Audits), Contractor may require the non-County examiner or auditor, as the case may be, to execute a nondisclosure contract prior to any disclosure. The nondisclosure Agreement shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term of this Agreement and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.
- 42.2 If an audit is conducted of Contractor specifically regarding the Agreement by any Federal or State auditor, or by an auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor Controller and the County Project Director within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Agreement.
- 42.3 If, at any time during or after the Term, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) days to review the findings contained in such audit and notify

County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to the County Project Director and the Contractor Project Director. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of the County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum.

- 42.4 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 42.0 (Records and Audits) shall constitute a material breach upon which County may terminate or suspend this Agreement.

43.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Agreement. Contractor shall further ensure that all of its officers, employees, and agents who perform services hereunder, shall obtain and maintain in effect during the Term of this Agreement all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by County, Contractor shall provide copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to Angelo Faiella, Manager, Sheriff's Department Contracts Administration, 4700 Ramona Boulevard, Monterey Park, CA 91754-2169.

44.0 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of the Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Agreement, except that this Paragraph 44.0 (No Third Party

Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

45.0 MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the Term of this Agreement, provide the same goods and/or substantially similar services under similar quantity, delivery, and other applicable terms and conditions to the State of California or any county, municipality, public agency, or district within California at prices below those set forth in the Agreement, then such lower prices shall be extended immediately to County.

46.0 COUNTY'S QUALITY ASSURANCE PLAN

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

47.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

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

48.0 INTENTIONALLY DELETED

49.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT

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

50.0 SAFELY SURRENDERED BABY LAW

50.1 Notice to Employees

Contractor shall notify and provide to its employees (and if applicable and shall require each subcontractor performing Work under this Agreement) to notify and provide to its employees a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit F (Safely Surrendered Baby Law) of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

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

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

51.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Contractor and County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

52.0 PUBLIC RECORDS ACT

52.1 Any documents submitted by Contractor, all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records, pursuant to Paragraph 42.0 (Records and Audits) of this Exhibit; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are appropriately marked "Trade Secret," "Confidential," or "Proprietary." County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

53.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

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

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

54.0 WAIVER

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

55.0 GOVERNING LAW, JURISDICTION, AND VENUE

The Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to contracts made and to be performed within that state. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive Federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

56.0 SEVERABILITY

If any provision of the Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Agreement fails of its essential purpose because of such deletion.

57.0 RIGHTS AND REMEDIES

The rights and remedies of County provided in any given Paragraph, as well as throughout the Agreement, including throughout this Exhibit, are non-exclusive and cumulative with any and all other rights and remedies under this Agreement, at law, or in equity.

58.0 NON EXCLUSIVITY

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

59.0 FACSIMILE

Except for the parties initial signatures to the Agreement, which must be provided in "original" form, and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on change notices or in other correspondence, notices, etc. requiring signatures, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

60.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

60.1 This Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

60.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

60.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

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

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

The above penalties shall also apply to any 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 OAC

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

61.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PROMPT PAYMENT PROGRAM

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

62.0 TERMINATION FOR NON APPROPRIATION OF FUNDS

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

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

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

63.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the Term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206, attached as Exhibit H (Defaulted Property Tax Reduction Program) .

64.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 63.0 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

65.0 NOTICE OF DELAYS

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

* * * * *

Exhibit B

Statement of Work (SOW)

*(This is not attached to the Sample Agreement
but it will be included in the executed
Agreement. It is
RFP Appendix B.)*

**COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT**

AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

**REQUEST FOR PROPOSALS
RFP# 399-SH**

**APPENDIX A:
SAMPLE AGREEMENT**

**EXHIBIT C:
PRICE AND SCHEDULE OF PAYMENTS**

1. Payments for the Implementation Phase

- 1.1. The Implementation Phase of the project includes all activities prior to Final System Acceptance (see Agreement, Paragraph 5.4, Final System Acceptance). Upon Final System Acceptance, the Implementation Phase, including the System Warranty Period, ends.
- 1.2. For those tasks in Appendix B, Statement of Work, that occur during the Implementation Phase, County will pay Contractor a FIXED IMPLEMENTATION PRICE of \$_____, including all software licenses, materials, development services, implementation services, hosting services (if any), maintenance and support services, warranty services, incidental expenses, travel expenses, carrying costs, taxes, and other costs.
- 1.3. During the Implementation Phase, County will make milestone-based progress payments according to the **Implementation Phase Payment Schedule** below. County will hold back ten percent (10%) of the dollar amount of each progress payment, to ensure full and timely completion of ACES implementation. These holdback amounts will be released upon Final System Acceptance.

<i>Payment Milestone</i>	<i>Percentage of Total Fixed Price for Implementation Phase</i>
Payment Milestone #1 (project plan): Acceptance of: <ul style="list-style-type: none">• Deliverable 1.1.1. Baseline Project Control Document (PCD)• Deliverable 1.1.2. Issues Tracking Log	5%
Payment Milestone #2 (assessment and strategy): Acceptance of: <ul style="list-style-type: none">• Deliverable 2.2.1. Prototype Software• Deliverable 2.2.2. Prototype Demonstration Scripts• Deliverable 2.3.1. Report of Prototype Walkthroughs and Trials• Deliverable 2.4.1. Functional System Design Document (with Fit-Gap Analysis for COTS if applicable)• Deliverable 3.1.1. Technical Architecture Report• Deliverable 4.1.1. External Data Sources Analysis Report• Deliverable 4.2.1. Implementation Strategies• Deliverable 1.2.1. Monthly Status Reports (up to date)	5%

<i>Payment Milestone</i>	<i>Percentage of Total Fixed Price for Implementation Phase</i>
Payment Milestone #3 (development and adaptation): Acceptance of: <ul style="list-style-type: none"> • Deliverable 5.1.1. Technical Environment Initialization Report • Deliverable 5.2.1. Detailed Software Design Document • Deliverable 5.3.1. Physical Database Documentation • Deliverable 5.4.1. COTS Software (if applicable) • Deliverable 5.4.2. COTS Installation Memo (if applicable) • Deliverable 5.5.1. Customized Application Software • Deliverable 5.5.2. Customization Report • Deliverable 5.6.1. Configured Application Software • Deliverable 5.6.2. Configuration Report • Deliverable 6.1.1. Interface Software • Deliverable 6.1.2. Interface Report • Deliverable 7.1.1. Report Specifications • Deliverable 7.1.2. Reports Software • Deliverable 1.2.1. Monthly Status Reports (up to date) 	15%
Payment Milestone #4 (data conversion and user acceptance): Acceptance of: <ul style="list-style-type: none"> • Deliverable 8.1.1. Data Conversion Test-Run Report • Deliverable 8.2.1. Database Initialization Report • Deliverable 9.1.1. Integration Test Plans • Deliverable 9.2.1. Integration Test Results Report • Deliverable 10.1.1. User Acceptance Test Methodology • Deliverable 10.1.2. User Acceptance Test Readiness Statement • Deliverable 10.1.3. User Acceptance Test Record • Deliverable 1.2.1. Monthly Status Reports (up to date) 	25%
Payment Milestone #5 (stress test and tuning): Acceptance of: <ul style="list-style-type: none"> • Deliverable 11.1.1. Stress Test Plans • Deliverable 11.1.2. Stress Test Record • Deliverable 11.2.1. Production Environment Tuning Report • Deliverable 1.2.1. Monthly Status Reports (up to date) 	5%
Payment Milestone #6 (documentation and training): Acceptance of: <ul style="list-style-type: none"> • Deliverable 12.1.1. Technical Documentation • Deliverable 12.1.2. User Manuals and Training Materials • Deliverable 12.2.1. ACES Online Help Features • Deliverable 13.1.1. Training Plan • Deliverable 13.2.1. System Administrator/Operator Training Report • Deliverable 13.3.1. User Training Report • Deliverable 1.2.1. Monthly Status Reports (up to date) 	30%

<i>Payment Milestone</i>	<i>Percentage of Total Fixed Price for Implementation Phase</i>
Payment Milestone #7 (partial cutover): Acceptance of:	15%
<ul style="list-style-type: none"> • Deliverable 14.1.1. Cutover Plan • Deliverable 14.3.1. Technical Readiness Report • Deliverable 14.4.1. Organizational Readiness Report • Deliverable 14.5.1. Cutover Test Report • Deliverable 14.6.1. First Post-Cutover Report • Deliverable 1.2.1. Monthly Status Reports (up to date) 	
Payment Milestone #8 (full cutover): Acceptance of:	20%
<ul style="list-style-type: none"> • Deliverable 14.6.2. Second Post-Cutover Report • Deliverable 15.2.1. Post-Implementation Transition Plan • Deliverable 1.2.1. Monthly Status Reports (up to date) 	
TOTAL	100%
Payment Milestone #9: Final System Acceptance	See Paragraph 1.3 above

2. Payments for the Post-Implementation Phase

For Maintenance and Support Services that occur subsequent to Final System Acceptance, County will pay Contractor a FIXED ANNUAL MAINTENANCE AND SUPPORT FEE in the **Post-Implementation Phase Payment Schedule** below. These annual fees will be paid at the beginning of each annual period, however Contractor shall invoice County no more than thirty (30) calendar days prior to the beginning of an annual period. The first annual period will begin on the date of Final System Acceptance.

Fixed annual price during first Post-Implementation annual period	\$_____
Fixed annual price during second Post-Implementation annual period	\$_____
Fixed annual price during third Post-Implementation annual period	\$_____
Fixed annual price during fourth Post-Implementation annual period	\$_____
Fixed annual price during fifth Post-Implementation annual period	\$_____
TOTAL FOR FIVE YEARS OF POST-IMPLEMENTATION PHASE	\$_____

3. Total Payments for Both Phases

Total payments for the Implementation Phase plus five (5) years of Post-Implementation Maintenance and Support Services will be \$_____, excluding Pool Dollars.

4. Pool Dollars

County may pay Contractor up to \$_____ utilizing Pool Dollars for Additional Software, Other Professional Services, and/or additional Maintenance and Support Services that may be arranged via Change Orders and/or Amendments during the Term

of the Agreement. County may, at its option, utilize all, none, or a portion of these Pool Dollars. *[The Pool Dollar amount will be determined during contract negotiations.]*

5. Payments for Option Terms

For Maintenance and Support Services that occur during the Option Terms (extensions of Term, pursuant to Paragraph 7, Term, of the Agreement), the fixed annual Maintenance and Support Fees shall be as follows:

Fixed annual price during first Option Term	\$_____
Fixed annual price during second Option Term	\$_____
Fixed annual price during third Option Term	\$_____

6. Maximum Contract Sum

The Maximum Contract Sum of this Agreement shall not exceed \$_____, which shall be inclusive of all Implementation Services, Maintenance and Support Services during the Post Implementation Phase and all Option Terms, if so exercised by County, and additional work utilizing Pool Dollars.

7. Payment Processing

Payments will be processed according to County's general procedures for invoice and disbursement processing.

Exhibit D

Contractor's EEO Certification

*(This is not attached to the Sample Agreement
but it will be included in the executed
Agreement. It is
RFP Appendix D, Exhibit D-8.)*

Exhibit E1

***Contractor's Employee Acknowledgement
and Confidentiality Agreement***

**AGREEMENT FOR
AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)**

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT**

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

CONTRACTOR NAME

Agreement No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health and criminal 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.

Initials of Signer _____

Contractor Name _____ Agreement No. _____

Employee Name _____

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.

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Exhibit E2

***Contractor Non-Employee Acknowledgment
and Confidentiality Agreement***

**AGREEMENT FOR
AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)**

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT**

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

CONTRACTOR NAME

Agreement No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health and criminal 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.

Initials of Signer _____

Contractor Name _____ Agreement No. _____

Non-Employee Name _____

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Exhibit F

Safely Surrendered Baby Law

*(This is not attached to the Sample Agreement
but it will be included in the executed
Agreement. It is
RFP Appendix I.)*

Exhibit G

Jury Service Ordinance

*(This is not attached to the Sample Agreement
but it will be included in the executed
Agreement. It is
RFP Appendix G.)*

Exhibit H

Defaulted Property Tax Program

*(This is not attached to the Sample Agreement
but it will be included in the executed
Agreement. It is
RFP Appendix K.)*

**COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT**

AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

**REQUEST FOR PROPOSALS
RFP# 399-SH**

**APPENDIX A:
SAMPLE AGREEMENT**

**EXHIBIT I:
TASK/DELIVERABLE
ACCEPTANCE CERTIFICATE**

Los Angeles County Sheriff's Department
ACES Project

Task/Deliverable Acceptance Certificate

Agreement Number: _____

Agreement Date: _____

Deliverable Identifier from Statement of Work: _____

Deliverable Identifier from Project Control Document: _____

Deliverable Name: _____

Submission History:

Date Submitted	Accepted or Rejected	Reason for Rejection

CERTIFICATION BY CONTRACTOR: By its signature below, Contractor hereby certifies to County that as of the date of this Task/Deliverable Acceptance Certificate, it has completed all Tasks and/or Subtasks associated with the Deliverable indicated above and all preceding Tasks and Subtasks, pursuant to the Agreement, Statement of Work, and Project Control Document. Contractor further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with the Agreement and the Statement of Work.

Signature of Contractor Project DirectorDate

ACCEPTANCE BY COUNTY: By the signatures below, the County accepts the Deliverable.

Signature of County Project ManagerDate

Signature of County Project DirectorDate

**COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT**

AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

**REQUEST FOR PROPOSALS
RFP# 399-SH**

**APPENDIX A:
SAMPLE AGREEMENT**

**EXHIBIT J:
REQUEST FOR PROPOSALS
FOR RFP #399-SH
(incorporated by reference)**

**COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT**

AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

**REQUEST FOR PROPOSALS
RFP# 399-SH**

**APPENDIX A:
SAMPLE AGREEMENT**

**EXHIBIT K:
CONTRACTOR'S PROPOSAL
FOR RFP #399-SH
(incorporated by reference)**

**COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT**

AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

**REQUEST FOR PROPOSALS
RFP# 399-SH**

**APPENDIX B:
STATEMENT OF WORK**

Table of Contents

SECTION I. INTRODUCTION	5
A. <i>Function of this Document</i>	5
B. <i>Background</i>	5
C. <i>Project Goal</i>	5
D. <i>System Context</i>	6
Business Functions	6
Users	7
Technical Platform	8
Interfaces	8
E. <i>System Requirements</i>	9
F. <i>Project Governance</i>	10
G. <i>Project Responsibilities</i>	11
H. <i>Project Phases</i>	12
I. <i>Assumptions</i>	12
J. <i>Deliverable Preparation and Submittal Procedures</i>	14
K. <i>Overview of Contractor's Scope of Work</i>	14
 SECTION II. TASKS AND DELIVERABLES	 19
Task 1. Project Management	19
Subtask 1.1. Plan the Project and Establish Mechanisms for Managing the Project	19
Deliverable 1.1.1. Baseline Project Control Document (PCD)	20
Deliverable 1.1.2. Issues Tracking Log	21
Subtask 1.2. Manage the Project.....	22
Deliverable 1.2.1. Monthly Status Reports	22
Subtask 1.3. Participate in Weekly Status Meetings	23
Task 2. Functional Assessment	24
Subtask 2.1. Review System Requirements.....	24
Deliverable 2.1.1. System Requirements Review Report	24
Subtask 2.2. Develop a Functional Prototype.....	24
Deliverable 2.2.1. Prototype Software	25
Deliverable 2.2.2. Prototype Demonstration Scripts.....	25
Subtask 2.3. Conduct Prototype Walkthroughs and Trials	25
Deliverable 2.3.1. Report of Prototype Walkthroughs and Trials	25
Subtask 2.4. Develop a Functional System Design (with Fit-Gap Analysis for COTS if applicable)	25
Deliverable 2.4.1. Functional System Design Document (with Fit-Gap Analysis if ACES is COTS-based)	25
Task 3. Technical Assessment	26
Deliverable 3.1.1. Technical Architecture Report.....	26
Task 4. Implementation Assessment	27
Subtask 4.1. Analyze External Data Sources for Data Conversion and Interfaces	27
Deliverable 4.1.1. External Data Sources Analysis Report	27

Subtask 4.2. Develop an Integrated Set of Strategies for Developing and Implementing ACES.....	28
Deliverable 4.2.1. Implementation Strategies.....	28
Software Strategy	28
External Interface Strategy	28
Data Conversion and Database Initialization Strategy	29
Reporting and Business Intelligence Strategy.....	30
Integration and Deployment Strategy	30
Documentation and Training Strategy	31
Transition Strategy	32
Support Strategy.....	33
Task 5. System Development	33
Subtask 5.1. Initialize Each Technical Environment	33
Deliverable 5.1.1. Technical Environment Initialization Report	34
Subtask 5.2. Design the Application	34
Deliverable 5.2.1. Detailed Software Design Document	34
Subtask 5.3. Set Up the Database.....	35
Deliverable 5.3.1. Physical Database Documentation	36
Subtask 5.4. Provide and Install the COTS Application Software (if applicable).....	36
Deliverable 5.4.1. COTS Software (if applicable).....	36
Deliverable 5.4.2. COTS Installation Memo (if applicable).....	36
Subtask 5.5. Modify the COTS Software (if applicable) and/or Build Custom Software	
Components	36
Deliverable 5.5.1. Customized Application Software	37
Deliverable 5.5.2. Customization Report.....	37
Subtask 5.6. Configure the Application Software	37
Deliverable 5.6.1. Configured Application Software	38
Deliverable 5.6.2. Configuration Report	38
Task 6. External Interfaces	38
Deliverable 6.1.1. Interface Software	38
Deliverable 6.1.2. Interface Report.....	39
Task 7. Production Reports.....	39
Deliverable 7.1.1. Report Specifications	39
Deliverable 7.1.2. Reports Software.....	39
Task 8. Data Conversion and Database Initialization	39
Subtask 8.1. Convert Data from MAPAS into ACES	39
Deliverable 8.1.1. Data Conversion Test-Run Report	41
Subtask 8.2. Initialize the ACES Database.....	41
Deliverable 8.2.1. Database Initialization Report	41
Task 9. System Integration Testing	41
Subtask 9.1. Develop Integration Test Plans.....	41
Deliverable 9.1.1. Integration Test Plans	42
Subtask 9.2. Conduct Integration Tests.....	42
Deliverable 9.2.1. Integration Test Results Report.....	42
Task 10. User Acceptance Testing.....	43
Subtask 10.1. Support User Acceptance Testing	43
Deliverable 10.1.1. User Acceptance Test Methodology	43
Deliverable 10.1.2. User Acceptance Test Readiness Statement	44
Deliverable 10.1.3. User Acceptance Test Record	44

Task 11. Performance Testing	44
Subtask 11.1. Perform Stress Tests	44
Deliverable 11.1.1. Stress Test Plans	44
Deliverable 11.1.2. Stress Test Record.....	45
Subtask 11.2. Tune the Production Environment	45
Deliverable 11.2.1. Production Environment Tuning Report	45
Task 12. Documentation and Online Help	45
Subtask 12.1. Develop System Documentation	45
Deliverable 12.1.1. Technical Documentation.....	45
Deliverable 12.1.2. User Manuals and Training Materials	45
Subtask 12.2. Provide the Online Help Features.....	46
Deliverable 12.2.1. ACES Online Help Features.....	46
Task 13. Training	46
Subtask 13.1. Develop Detailed Training Plan	46
Deliverable 13.1.1. Training Plan	46
Subtask 13.2. Conduct On-Site System Administrator/Operator Training.....	47
Deliverable 13.2.1. System Administrator/Operator Training Report	47
Subtask 13.3. Conduct On-Site User Training.....	47
Deliverable 13.3.1. User Training Report	47
Task 14. Cutover	47
Subtask 14.1. Plan the Cutover Process	47
Deliverable 14.1.1. Cutover Plan.....	48
Subtask 14.2. Support the Rollout of the Production Environment to Users	48
Subtask 14.3. Assess Technical Readiness.....	48
Deliverable 14.3.1. Technical Readiness Report	48
Subtask 14.4. Assess Organizational Readiness	48
Deliverable 14.4.1. Organizational Readiness Report	48
Subtask 14.5. Test the Cutover Process	48
Deliverable 14.5.1. Cutover Test Report.....	49
Subtask 14.6. Orchestrate the Cutover Process	49
Deliverable 14.6.1. First Post-Cutover Report.....	49
Deliverable 14.6.2. Second Post-Cutover Report	49
Task 15. Maintenance and Support	50
Subtask 15.1. Maintain and Support the System During the Implementation Phase	50
Subtask 15.2. Transfer the System Administration Responsibilities	50
Deliverable 15.2.1. Post-Implementation Transition Plan	50
Subtask 15.3. Assist in and Achieve Final System Acceptance.....	50
Subtask 15.4. Maintain and Support the System During the Post-Implementation Phase	51

EXHIBITS

- Exhibit B-1 – Background
- Exhibit B-2 – Technical Requirements
- Exhibit B-3 – Functional Requirements
- Exhibit B-4 – General Requirements
- Exhibit B-5 – Maintenance and Support Services
- Exhibit B-6 – Process for Receiving, Reviewing, and Accepting Deliverables
- Exhibit B-7 – Workflows

SECTION I. INTRODUCTION

A. Function of this Document

1. This Statement of Work defines the scope of work that the successful Contractor shall perform for the development, customization, implementation, deployment, support, and maintenance of ACES, under an Agreement by and between County and Contractor.
2. For ease of reference, this document's main paragraphs are numbered continuously without restarting.

B. Background

3. The Sheriff's Department (Department) of the County of Los Angeles (County) is replacing its existing civil enforcement case management system, the Modified Automated Process and Accounting System (MAPAS), with a web-based, user-friendly application, the Automated Civil Enforcement System (ACES).
4. Please see Exhibit B-1 (Background) for background information about the business and organizational environment in which ACES is to reside.

C. Project Goal

5. The goal of this project is to replace the current MAPAS system with a new system to be called ACES. ACES is expected to support roughly the same business functions as MAPAS, but to enable the Department to significantly improve its efficiency, transparency, and customer service in performing those business functions. This will be accomplished in the following ways.
 - a. ACES will capture, store, and organize much more information about the business functions, thus providing better reporting and business intelligence.
 - b. ACES will turn paper-based processes into electronic processes, enabling the Department's Civil Management Unit to better allocate work to resources in its various branch offices, and ultimately allowing some functions to be organized around "virtual offices." Electronic processes will include:
 1. Electronic rather than paper case files, with scanned images integrated into structured data
 2. Controlled workflows, with in-process work routed through a sequence of steps from user to user

- 3. Access from any computer on the Department's network
- 4. User-friendly, intuitive user interface via web browser
- c. ACES will improve clerical efficiency and transparency.
- d. ACES will provide mechanisms for customers to inquire about their cases using the internet, both improving customer service and freeing staff for other tasks.

D. System Context

Business Functions

- 6. ACES shall support the following business functions, including an electronic database containing all information the Department uses in performing the following business functions. (Please see Exhibits B-3, Functional Requirements, and B-4, General Requirements, for more detail.)
 - a. Service of Process
 - b. Bank Garnishments (Bank Levies)
 - c. Wage Garnishments (Earnings Withholding Orders)
 - d. Personal and Real Property Seizures and Sales
 - e. Evictions
 - f. Installation of a Keeper
 - g. Protective and Temporary Restraining Orders
 - h. Motor Vehicle Inspections
 - i. Collection and Disbursement of Levied Funds
 - j. Cashiering, Accounting, and Recordkeeping associated with the above

Users

7. ACES Users shall include the following:

<i>User Type</i>	<i>Estimated Number to be Trained</i>
a. Sheriff's Civil Management Unit	
• Clerical, field, and supervisory personnel in the Civil Management Unit, who will be the primary user community	300
b. Sheriff personnel other than Civil Management Unit	
• Patrol station personnel, for certain functions such as fix-it tickets (vehicle inspections) and investigations; detectives may want to query evictions at certain addresses.....	less than 50
• Various personnel, for temporary restraining orders and bench warrants.....	less than 10
• Fiscal Administration Bureau, for audits, funds transfers, and Sheriff's Department employees' witness fees.....	less than 10
• Data Systems Bureau for system administration functions including customer access via CSDWeb and email; employee access via mobile workstations in vehicles, SharePoint, CSDNet, etc.	less than 20
c. Other Los Angeles County departments	
• Auditor and Treasurer/Tax Collector Department for financial activity, audits, and electronic payment transactions (such as credit cards, debit cards, electronic fund transfers, etc.)	less than 10
• Public Defender's Office and Alternate Public Defender's Office for subpoenas	less than 20
• Registrar/Recorder to record levies and releases.....	less than 10
• Internal Services Department for some system administration functions.....	less than 10
• County's GIS service provider, for geocoding	less than 10

Technical Platform

8. ACES shall reside on servers in County's data center, and shall be accessed through user workstations on County's internal network. County will host the platform. Please see Exhibit B-2 (Technical Requirements) for more detailed information about the technical platform.

Interfaces

9. ACES shall interact with the following external systems. (See the External Interfaces section in Exhibit B-4 (General Requirements) for more detailed interface requirements.)

a. CARPOS (California Restraining and Protective Order System), via the Justice Data Interface Controller (JDIC)—see the Protective Order and Temporary Restraining Order Workflow document for more information about the CARPOS interface

i. Outbound: None.

ii. Inbound: ACES shall continuously monitor CARPOS for new or updates to restraining/protective orders, and proofs of service for those orders; ACES shall copy the relevant data into the ACES database.

b. SharePoint

i. Outbound: After ACES creates a Service Ticket for serving a protective or restraining order, ACES shall push this Service Ticket as an image file to SharePoint. SharePoint will then be used to print the paperwork package for serving the restrained party. ACES shall also send a corresponding text file to SharePoint.

ii. Inbound: None

c. TROWeb

i. Outbound: ACES shall send scanned images of the completed proof of service to TROWeb. TROWeb shall be updated within ten (10) minutes of the file being entered into ACES.

ii. Inbound: None.

d. CSDWeb

i. Outbound: ACES shall send to CSDWeb text files of updated Case data. CSDWeb shall be updated within ten (10) minutes of the file being updated in ACES.

ii. Inbound: None.

iii. In lieu of an interface to CSDWeb, County may consider replacing CSDWeb with a public query function built directly into ACES.

e. Countywide Accounting and Purchasing System (eCAPS)

i. Outbound: In nightly batches, ACES shall send to eCAPS a text file containing approved check requisitions that ACES generated that day.

ii. Inbound: In nightly batches, ACES shall receive from eCAPS a text file containing warrants (checks) written against previously sent check requisitions, and possibly other payments that have been applied to ACES Cases. ACES shall then update its database accordingly.

f. Geocode: ACES shall query Geocode with a list of new Service Requests that will require service, along with selected data including service addresses and constraints on service (morning, afternoon, evening, etc.). Geocode will devise optimal routings and CMU Office assignments for those Service Requests, and immediately return this information to ACES. ACES shall then incorporate this into its database and send the Service Requests to their assigned CMU Offices for further processing.

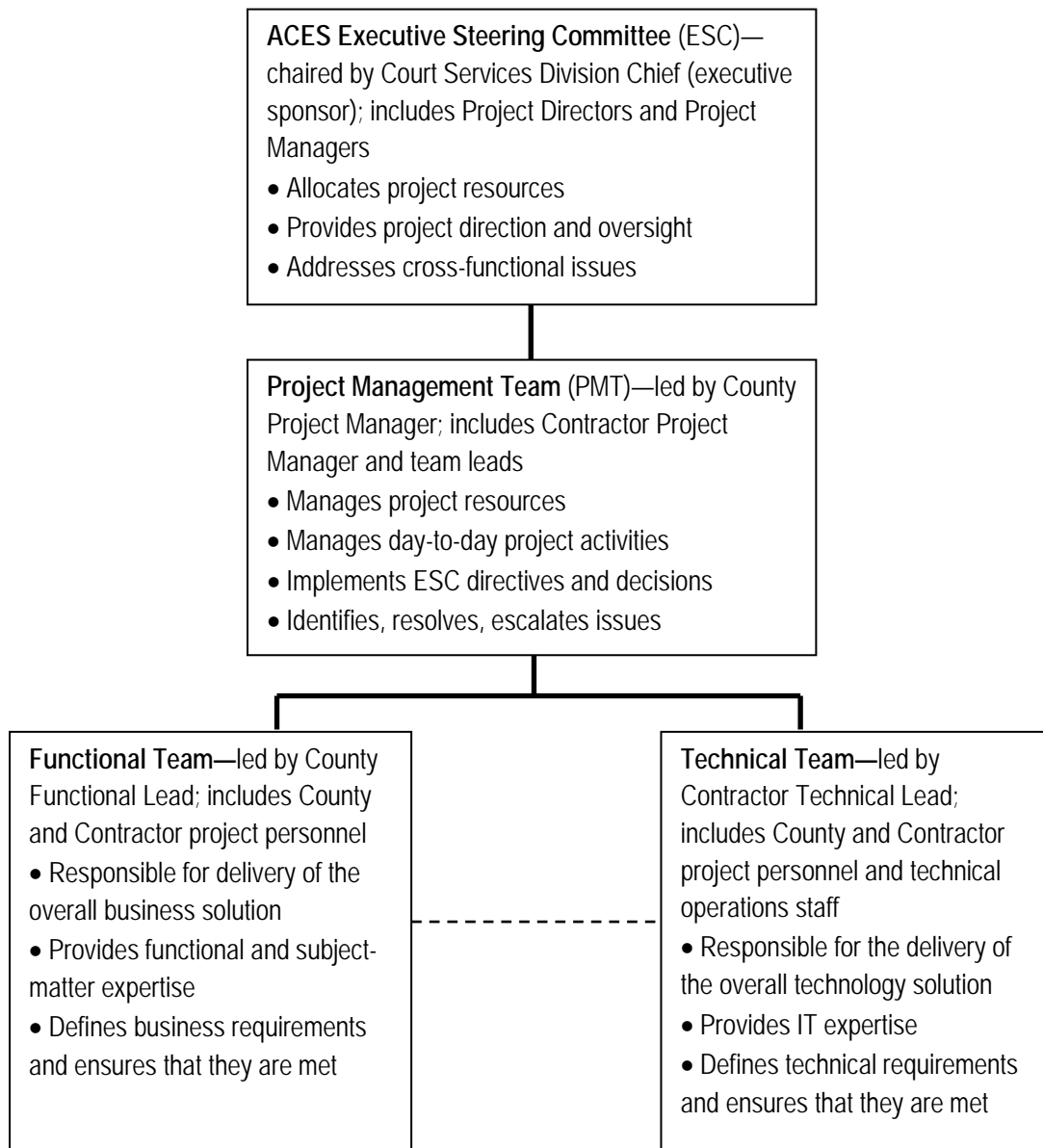
g. Link2Gov/FIS: ACES shall access Link2Gov/FIS for the processing of credit and debit card payments. After ACES has determined the amount to be paid (or refunded) by credit or debit card, the API shall pass the user from ACES to Link2Gov/FIS pages, utilizing an HTTPS post of name/value pair-based information, with the following data fields (at a minimum): MerchantAmount (dollar amount for this transaction); ReturnURL (URL address to be displayed after the Link2Gov/FIS receipt page is displayed); UserPart1 (a unique identifier for the transaction in ACES). A web-service post-back of transaction information shall also be utilized.

E. System Requirements

10. Please see Exhibits B-2, B-3, and B-4 for the functional and technical requirements for ACES.

F. Project Governance

11. This project will be overseen by the ACES Executive Steering Committee (Steering Committee), County's ACES Project Director (County Project Director) and County's ACES Project Manager (County Project Manager), who will monitor Contractor activities, personnel, and progress on this project, pursuant to the Agreement. Below is a project organization chart:



G. Project Responsibilities

12. Contractor will be responsible for performing the Tasks and providing the Deliverables stated in Section II of this Statement of Work document.
13. Specific Deliverables will be formally transmitted, evaluated, and approved using the process described in Exhibit B-6 (Process for Receiving, Reviewing, and Accepting Deliverables).
14. County will be responsible for:
 - a. Coordinating all activities of, information from, and decisions made by County personnel
 - b. Subject-matter expertise
 - c. Requirements clarification
 - d. Project oversight
 - e. Executive sponsorship and user buy-in
 - f. Acceptance testing
 - g. Providing the infrastructure, servers, network, and user workstations for ACES
 - h. Hosting ACES at County's data center
 - i. Providing space on a County server for project-management databases such as an issues log, SharePoint site, etc.
 - j. Providing office space and network connectivity for the project team to work onsite
 - k. Providing system administration functions for the production environment

H. Project Phases

15. The project's phases are as follows:

a. The **Implementation Phase** includes all activities and Deliverables prior to Final System Acceptance, including the Warranty Period, as further defined in Paragraph 5.4 of the Agreement. Final System Acceptance shall occur when the conditions in Paragraph 5.4 (Final System Acceptance) of the Agreement have been met. Upon Final System Acceptance, the Implementation Phase will end.

b. The **Post-Implementation Phase** includes continuing Maintenance and Support Services that occur subsequent to Final System Acceptance in accordance with Paragraph 18 (Maintenance and Support) of the Agreement, as further defined in Paragraph 2.60 of the Agreement.

16. The Implementation Phase may be further subdivided into Implementation Cycles in which a subset of the system's functions and features are developed and implemented in each Cycle. Any such subdivisions and Cycles shall be detailed in the Project Control Document.

I. Assumptions

17. This project is being undertaken with the following assumptions:

a. Funding has been budgeted for the project.

b. The underlying legal and institutional basis for the business functions will not significantly change during the course of the project.

c. ACES will be able to accommodate evolutionary changes in civil procedures primarily by changing configuration parameters during the long-term life of the system.

d. The MAPAS data schema, screens, and processing routines will be made available to the ACES Contractor.

e. Key members of Contractor's project team will have sufficient experience in civil management systems, so that they can provide practical business expertise in discussions with County's subject-matter experts.

f. All work shall be done at County facilities unless otherwise authorized in writing by County Project Manager.

g. ACES will be hosted at a County data center.

h. Contractor Project Manager will be assigned full-time to the project and remain full time until the first full month after cutover to Production Use (actual business use).

i. Deliverables will follow the procedure in Exhibit B-6 (Process for Receiving, Reviewing, and Accepting Deliverables), and Contractor Project Manager will informally review proposed formats and contents of Deliverables with County Project Manager in order to ensure shared expectations.

j. ACES could be built either (a) as a from-the-ground-up wholly custom software application, or (b) by adapting and customizing a COTS (commercial off-the-shelf) application software product. Because a COTS product will still need significant custom development to meet ACES requirements, the scope of work is very similar for both alternatives, with the following differences between alternatives:

1. In the Prototype (Deliverable 2.2.1): If ACES is to be developed using a COTS application software product or a pre-existing civil-management system as the baseline software, then a demonstration version of that software should be used as the prototype. If ACES is to be a ground-up custom development, the prototype or mockup will be developed using prototyping tools.

2. In the Functional System Design (Deliverable 2.4.1): If ACES is to be developed from a COTS application software product, then Contractor shall include in this deliverable a fit-gap analysis, which is a detailed comparison of System Requirements against the functionality of the COTS software, highlighting the differences. A fit-gap analysis is not applicable for a ground-up wholly custom development.

3. In the Detailed Software Design Document (Deliverable 5.2.1): If ACES is to be based on a COTS application software, that Deliverable shall indicate specific locations in the software where the COTS software code is to be changed or additional code is to be written, and specific configuration settings of the COTS software. This is not applicable for a ground-up wholly custom development.

4. In System Development (Task 5): If ACES is to be based on a COTS application software, then Contractor shall configure the COTS application by training County personnel to assist in configuring the COTS product, leading and supporting County personnel in configuring the software, and ensuring that the software has been optimally and properly configured. This is not applicable for a ground-up wholly custom development.

k. County's Link2Gov/FIS agreement provides a County-approved secure transaction environment, compliant with the Payment Card Industry Data

Security Standard (PCI-DSS), for transferring all forms of credit and debit card payments directly to County's electronic payment account. ACES shall process point-of-sale credit and debit card payments via this Link2Gov/FIS transaction environment. Contractor shall establish a working relationship and coordinate with personnel who will be implementing and supporting Link2Gov/FIS for processing ACES credit/debit card transactions.

J. Deliverable Preparation and Submittal Procedures

18. Please see Exhibit B-6 (Process for Receiving, Reviewing, and Accepting Deliverables) regarding Deliverable preparation and submittal procedures.

K. Overview of Contractor's Scope of Work

19. The Scope of Work is defined in Section II of this document, and outlined below.

a. For a COTS-based implementation approach:

Task 1. Project Management	Subtask 1.1. Plan the Project and Establish Mechanisms for Managing the Project	Deliverable 1.1.1. Baseline Project Control Document (PCD) Deliverable 1.1.2. Issues Tracking Log
	Subtask 1.2. Manage the Project	Deliverable 1.2.1. Monthly Status Reports
	Subtask 1.3. Participate in Weekly Status Meetings	No formal deliverable for this subtask
Task 2. Functional Assessment	Subtask 2.1. Review System Requirements	Deliverable 2.1.1. System Requirements Review Report
	Subtask 2.2. Develop a Functional Prototype	Deliverable 2.2.1. Prototype Software Deliverable 2.2.2. Prototype Demonstration Scripts
	Subtask 2.3. Conduct Prototype Walkthroughs and Trials	Deliverable 2.3.1. Report of Prototype Walkthroughs and Trials
	Subtask 2.4. Develop a Functional System Design with Fit-Gap Analysis	Deliverable 2.4.1. Functional System Design Document with Fit-Gap Analysis
Task 3. Technical Assessment		Deliverable 3.1.1. Technical Architecture Report
Task 4. Implementation Assessment	Subtask 4.1. Analyze External Data Sources for Data Conversion and Interfaces	Deliverable 4.1.1. External Data Sources Analysis Report
	Subtask 4.2. Develop an Integrated Set of Strategies for Developing and Implementing ACES	Deliverable 4.2.1. Implementation Strategies

Task 5. System Development	Subtask 5.1. Initialize Each Technical Environment	Deliverable 5.1.1. Technical Environment Initialization Report
	Subtask 5.2. Design the Application	Deliverable 5.2.1. Detailed Software Design Document
	Subtask 5.3. Set Up the Database	Deliverable 5.3.1. Physical Database Documentation
	Subtask 5.4. Provide and Install the COTS Application Software (Deliverable 5.4.1. COTS Software
		Deliverable 5.4.2. COTS Installation Memo
	Subtask 5.5. Modify the COTS Software and Build Custom Software Components	Deliverable 5.5.1. Customized Application Software
		Deliverable 5.5.2. Customization Report
Task 6. External Interfaces	Subtask 5.6. Configure the Application Software	Deliverable 5.6.1. Configured Application Software
		Deliverable 5.6.2. Configuration Report
Task 7. Production Reports		Deliverable 6.1.1. Interface Software
		Deliverable 6.1.2. Interface Report
Task 8. Data Conversion and Database Initialization	Subtask 8.1. Convert Data from MAPAS into ACES	Deliverable 7.1.1. Report Specifications
	Subtask 8.2. Initialize the ACES Database	Deliverable 7.1.2. Reports Software
Task 9. System Integration Testing	Subtask 8.1.1. Data Conversion Test-Run Report	Deliverable 8.1.1. Database Initialization Report
	Subtask 9.1. Develop Integration Test Plans	Deliverable 9.1.1. Integration Test Plans
Task 10. User Acceptance Testing	Subtask 9.2. Conduct Integration Tests	Deliverable 9.2.1. Integration Test Results Report
		Deliverable 10.1.1. User Acceptance Test Methodology
		Deliverable 10.1.2. User Acceptance Test Readiness Statement
		Deliverable 10.1.3. User Acceptance Test Record
Task 11. Performance Testing	Subtask 10.1. Support User Acceptance Testing	Deliverable 11.1.1. Stress Test Plans
	Subtask 11.1. Perform Stress Tests	Deliverable 11.1.2. Stress Test Record
Task 12. Documentation and Online Help	Subtask 11.2. Tune the Production Environment	Deliverable 11.2.1. Production Environment Tuning Report
		Deliverable 12.1.1. Technical Documentation
	Subtask 12.1. Develop System Documentation	Deliverable 12.1.2. User Manuals and Training Materials
Task 13. Training	Subtask 12.2. Provide the Online Help Features	Deliverable 12.2.1. ACES Online Help Features
	Subtask 13.1. Develop Detailed Training Plan	Deliverable 13.1.1. Training Plan
	Subtask 13.2. Conduct On-Site System Administrator/Operator Training	Deliverable 13.2.1. System Administrator/Operator Training Report
	Subtask 13.3. Conduct On-Site User Training	Deliverable 13.3.1. User Training Report

Task 14. Cutover	Subtask 14.1. Plan the Cutover Process	Deliverable 14.1.1. Cutover Plan
	Subtask 14.2. Support the Rollout of the Production Environment to Users	No formal deliverable for this subtask
	Subtask 14.3. Assess Technical Readiness	Deliverable 14.3.1. Technical Readiness Report
	Subtask 14.4. Assess Organizational Readiness	Deliverable 14.4.1. Organizational Readiness Report
	Subtask 14.5. Test the Cutover Process	Deliverable 14.5.1. Cutover Test Report
	Subtask 14.6. Orchestrate the Cutover Process	Deliverable 14.6.1. First Post-Cutover Report Deliverable 14.6.2. Second Post-Cutover Report
Task 15. Maintenance and Support	Subtask 15.1. Maintain and Support the System During the Implementation Phase	No formal deliverable for this subtask
	Subtask 15.2. Transfer the System Administration Responsibilities	Deliverable 15.2.1. Post-Implementation Transition Plan
	Subtask 15.3. Assist in and Achieve Final System Acceptance	No formal deliverable for this subtask
	Subtask 15.4. Maintain and Support the System During the Post-Implementation Phase	No formal deliverable for this subtask

b. For a “ground-up” wholly custom development approach:

Task 1. Project Management	Subtask 1.1. Plan the Project and Establish Mechanisms for Managing the Project	Deliverable 1.1.1. Baseline Project Control Document (PCD) Deliverable 1.1.2. Issues Tracking Log
	Subtask 1.2. Manage the Project	Deliverable 1.2.1. Monthly Status Reports
	Subtask 1.3. Participate in Weekly Status Meetings	No formal deliverable for this subtask
Task 2. Functional Assessment	Subtask 2.1. Review System Requirements	Deliverable 2.1.1. System Requirements Review Report
	Subtask 2.2. Develop a Functional Prototype	Deliverable 2.2.1. Prototype Software Deliverable 2.2.2. Prototype Demonstration Scripts
	Subtask 2.3. Conduct Prototype Walkthroughs and Trials	Deliverable 2.3.1. Report of Prototype Walkthroughs and Trials
	Subtask 2.4. Develop a Functional System Design	Deliverable 2.4.1. Functional System Design Document
Task 3. Technical Assessment		Deliverable 3.1.1. Technical Architecture Report
Task 4. Implementation Assessment	Subtask 4.1. Analyze External Data Sources for Data Conversion and Interfaces	Deliverable 4.1.1. External Data Sources Analysis Report
	Subtask 4.2. Develop an Integrated Set of Strategies for Developing and Implementing ACES	Deliverable 4.2.1. Implementation Strategies

Task 5. System Development	Subtask 5.1. Initialize Each Technical Environment	Deliverable 5.1.1. Technical Environment Initialization Report
	Subtask 5.2. Design the Application	Deliverable 5.2.1. Detailed Software Design Document
	Subtask 5.3. Set Up the Database	Deliverable 5.3.1. Physical Database Documentation
	(Subtask 5.4 is not used for a "ground-up" custom-development approach)	
	Subtask 5.5. Build Custom Software Components	Deliverable 5.5.1. Customized Application Software
		Deliverable 5.5.2. Customization Report
	Subtask 5.6. Configure the Application Software	Deliverable 5.6.1. Configured Application Software
		Deliverable 5.6.2. Configuration Report
Task 6. External Interfaces		Deliverable 6.1.1. Interface Software
		Deliverable 6.1.2. Interface Report
Task 7. Production Reports		Deliverable 7.1.1. Report Specifications
		Deliverable 7.1.2. Reports Software
Task 8. Data Conversion and Database Initialization	Subtask 8.1. Convert Data from MAPAS into ACES	Deliverable 8.1.1. Data Conversion Test-Run Report
	Subtask 8.2. Initialize the ACES Database	Deliverable 8.2.1. Database Initialization Report
Task 9. System Integration Testing	Subtask 9.1. Develop Integration Test Plans	Deliverable 9.1.1. Integration Test Plans
	Subtask 9.2. Conduct Integration Tests	Deliverable 9.2.1. Integration Test Results Report
Task 10. User Acceptance Testing	Subtask 10.1. Support User Acceptance Testing	Deliverable 10.1.1. User Acceptance Test Methodology
		Deliverable 10.1.2. User Acceptance Test Readiness Statement
		Deliverable 10.1.3. User Acceptance Test Record
Task 11. Performance Testing	Subtask 11.1. Perform Stress Tests	Deliverable 11.1.1. Stress Test Plans
		Deliverable 11.1.2. Stress Test Record
Task 12. Documentation and Online Help	Subtask 11.2. Tune the Production Environment	Deliverable 11.2.1. Production Environment Tuning Report
	Subtask 12.1. Develop System Documentation	Deliverable 12.1.1. Technical Documentation
Task 13. Training		Deliverable 12.1.2. User Manuals and Training Materials
	Subtask 12.2. Provide the Online Help Features	Deliverable 12.2.1. ACES Online Help Features
	Subtask 13.1. Develop Detailed Training Plan	Deliverable 13.1.1. Training Plan
	Subtask 13.2. Conduct On-Site System Administrator/Operator Training	Deliverable 13.2.1. System Administrator/Operator Training Report
	Subtask 13.3. Conduct On-Site User Training	Deliverable 13.3.1. User Training Report

Task 14. Cutover	Subtask 14.1. Plan the Cutover Process	Deliverable 14.1.1. Cutover Plan
	Subtask 14.2. Support the Rollout of the Production Environment to Users	No formal deliverable for this subtask
	Subtask 14.3. Assess Technical Readiness	Deliverable 14.3.1. Technical Readiness Report
	Subtask 14.4. Assess Organizational Readiness	Deliverable 14.4.1. Organizational Readiness Report
	Subtask 14.5. Test the Cutover Process	Deliverable 14.5.1. Cutover Test Report
	Subtask 14.6. Orchestrate the Cutover Process	Deliverable 14.6.1. First Post-Cutover Report Deliverable 14.6.2. Second Post-Cutover Report
Task 15. Maintenance and Support	Subtask 15.1. Maintain and Support the System During the Implementation Phase	No formal deliverable for this subtask
	Subtask 15.2. Transfer the System Administration Responsibilities	Deliverable 15.2.1. Post-Implementation Transition Plan
	Subtask 15.3. Assist in and Achieve Final System Acceptance	No formal deliverable for this subtask
	Subtask 15.4. Maintain and Support the System During the Post-Implementation Phase	No formal deliverable for this subtask

The remainder of this page is intentionally blank.

SECTION II. TASKS AND DELIVERABLES

20. Unless specified otherwise, all Tasks and Subtasks described in this Section II of the Statement of Work shall be performed by Contractor. Contractor shall prepare and deliver all Deliverables described in this Statement of Work, using the Deliverable numbers and titles indicated. Exhibit B-6 describes the process that shall be used for receiving, reviewing, and accepting the Deliverables.

Task 1. Project Management

Subtask 1.1. Plan the Project and Establish Mechanisms for Managing the Project

21. Contractor shall plan the activities to be carried out in the project, the assignment of resources to those activities, the dependencies among those activities, and their timing.

22. Contractor shall establish a project control and reporting system to provide routine and realistic assessments of the project progress through the completion of the project, including the Warranty Period, against approved milestones and detailed plans.

23. With the advice and consent of County Project Manager, Contractor shall set up roles, responsibilities, record-keeping systems, lines of communication, and procedures for managing the project, assuring quality, managing technical configuration, and controlling project changes.

24. Contractor shall set up and administer a SharePoint site accessible by County to store and disseminate project materials and documents. County shall host the SharePoint site on a sever within the Department's network.

25. Contractor shall provide County with sufficient access and guidance to enable County to oversee and assess project processes and mechanisms.

26. Contractor shall track and control changes in the following:

a. Technical components of the System, including (but not limited to):

1. Hardware
2. Software
3. Configuration
4. Parameter settings

- 5. Data loaded into database tables (other than what is input or processed through normal user entries or interfaces)
 - b. System specifications, including (but not limited to) requirements and design documents
- 27. The change-control mechanism shall track (at a minimum) the following information about the System's technical components and configuration:
 - a. Component names and descriptions
 - b. Component breakdown structure (hierarchical composition of components, sub-components, etc.)
 - c. Component or configuration change requests, including history and status
 - d. History of changes made to the Test Environment's components and configuration
 - e. History of changes migrated from the test environment into the Production Environment, including testing activities and results, approvals, and subsequent outcomes
 - f. History of other changes to the Production Environment
- 28. Contractor shall identify each version of the System by a release number, build number, or version number.
- 29. The change-control mechanism shall ensure that each new version is thoroughly tested in a County-accessible Test Environment before being migrated to the Production Environment.
- 30. Contractor shall provide a mechanism to reverse a change, or roll back the System to a previous version, if, after a change is applied, it is found to be problematic.

Deliverable 1.1.1. Baseline Project Control Document (PCD)

- 31. This Deliverable shall be a detailed project-management plan and project schedule, containing the following (at a minimum):
 - a. A review of the shared vision for Contractor/County relationship and the strategic goals of the implementation effort.
 - b. Confirmation and documentation of project scope and automation objectives.
 - c. Overall project approach and strategy.

- d.** Project risks and mechanisms to mitigate these risks in a risk management plan.
 - e.** Contractor's project team and project organization including, the roles and responsibilities of the project team members.
 - f.** Detailed description of the roles, responsibilities, record-keeping systems, lines of communication, and procedures for managing the project, assuring quality, managing technical configuration, and controlling project changes
 - g.** Detailed project schedule for the whole project, in the form of (a) a Gantt chart and (b) a Microsoft Project file (version 2003 or later), including start and end dates for all Tasks, Subtasks, and Deliverables in this Statement of Work, Deliverable submission and approval dates, work breakdown structure, task dependencies, and resource assignments. Completion dates must be derived from task duration and task dependencies (and not using constraints or hard-coding specific completion dates).
32. The PCD must clearly map to this Statement of Work. The sequencing and timing of Tasks, Subtasks, and Deliverables shall be apparent in the PCD.
33. Once the Baseline PCD has been accepted, any re-baselining or substantial changes to the project schedule must be formally approved by County Project Director.
34. Any modifications significantly affecting project scope, cost, timing, or risk may require County approval via a Change Notice, Change Order or Amendment as set forth in Section 6 (Change Notices, Change Orders and Amendments) of the body of the Agreement, which may be granted or withheld at County's discretion.

Deliverable 1.1.2. Issues Tracking Log

35. This Deliverable shall be a small-scale online database or application set up on a file server or SharePoint site, for tracking project issues and system deficiencies. Contractor shall ensure that the Issues Tracking Log is updated on a daily basis. Authorized members of County and Contractor project teams shall be able to view and print information about the status of project issues and system deficiencies. The ongoing Issues Tracking Log shall provide fields for the following information about each issue or deficiency:

- a.** Issue title
- b.** Issue description
- c.** Issue type (based on a scheme for classifying issues)
- d.** Date the issue was first identified

- e. Date the issue was first entered into the Issues Tracking Log
- f. Persons(s) involved in initially discovering or reporting the issue
- g. Person assigned to manage the resolution of the issue
- h. Date of assignment to manage the resolution of the issue (allow for multiple dates to indicate transfer of assignment from one person to another)
- i. Strategy or plan for resolving the issue (allow for revisions, and show revision history)
- j. Special instructions or constraints regarding issue resolution (allow for revisions, and show revision history)
- k. Date that a resolution to the issue is expected (allow for revisions, and show revision history)
- l. Actions taken in attempting to resolve the issue (allow for multiple actions, and show the date of each action, the person(s) taking each action, and the result or outcome of each action)
- m. History of splits and mergers among issues (this could be a cross-referencing scheme or a more elaborate hierarchical tracking scheme)
- n. Current status

Subtask 1.2. Manage the Project

36. Under the oversight of County Project Manager, Contractor shall apply requisite technical and management skills and techniques to assure satisfactory, timely completion of project milestones. Contractor shall manage project activities and resources; track, analyze, and report project status; and manage and track all issues.

37. Contractor shall update and review the Issues Tracking Log on a daily basis so that it accurately, completely, and clearly reflects current status of project issues and system deficiencies.

Deliverable 1.2.1. Monthly Status Reports

38. Every month, Contractor shall deliver a Monthly Status Report, including (at a minimum):

- a. The period covered by the report
- b. Summary of project progress and changes since the previous Status Report

- c. Work completed during that period
- d. Work scheduled for completion which was not completed
- e. Work expected to be completed during the upcoming period
- f. Status of issues that were reported as open in the previous Status Report
- g. Re-opened issues that had been closed as of the previous Status Report
- h. New issues
- i. Readiness assessments
- j. Any other information that County may from time to time reasonably require
 - a. Revised PCD, updated to reflect current project status
 - b. Explanation of (a) what has changed since the previous month's updated PCD, and (b) what has changed since the Baseline PCD.

39. Contractor shall take care to ensure that each change from previous versions of the PCD are called out and explained. County reserves the right to ignore any change that has not been clearly and completely called out in this Deliverable. Each Monthly Update of the PCD shall incorporate Contractor's best information about project status and best projection of future events; however, County acceptance of a Monthly Update shall NOT constitute a re-baselining of the project or an approved change of project scope or schedule.

Subtask 1.3. Participate in Weekly Status Meetings

40. Contractor shall attend and participate in weekly status meetings with County Project Manager and other appropriate attendees. Contractor shall be prepared to discuss in detail the status of the project and major issues. Unless otherwise approved by the County Project manager, weekly status meetings shall take place onsite (not via teleconference or video conference). County Project Manager may decide to cancel a particular week's meeting if (in County Project Manager's judgment) it would serve no purpose.

41. Contractor shall establish agendas for these meetings, with the advice and consent of County Project Manager. Contractor shall take minutes of major discussion points, decisions, action items, and their rationale. (Agendas and minutes are not treated as formal Deliverables, but they are subject to County Project Manager's approval.)

Task 2. Functional Assessment

Subtask 2.1. Review System Requirements

42. Contractor shall review ACES System Requirements (see Exhibits B-2 through B-4) and Workflows (Exhibit B-7), validate them, and refine them as needed to ensure that System Requirements and Workflows are:

- a. Technically feasible
- b. Functionally sufficient

43. County Project Manager will designate key members of County's ACES Project Team, especially subject-matter experts, to participate in this review.

44. Contractor shall identify, analyze, and document any requirements beyond those specified in this Statement of Work or in the requirements documents.

45. Changes in scope may require a formal Change Notice, Change Order, or Amendment pursuant to Agreement Paragraph 6 (Change Notices, Change Orders, and Amendments).

46. In carrying out this Subtask, Contractor shall perform the following activities:

- a. Review, discuss, clarify, and understand requirements in Exhibits B-2 through B-4, and B-7.
- b. Suggest changes or refinements of the above, based on initial discussions.

Deliverable 2.1.1. System Requirements Review Report

47. This Deliverable shall be a detailed record of the activities performed in this subtask, along with suggested changes or refinements of ACES System Requirements.

Subtask 2.2. Develop a Functional Prototype

48. Contractor shall develop and install a prototype or mock-up of ACES on Contractor hardware (or County hardware if Contractor and County agree)—see Deliverable 2.2.1, Prototype, below. Contractor hardware shall remain the property of Contractor.

49. **If ACES is to be developed using a COTS application software product or a pre-existing civil-management system as the Baseline Software**, then a demonstration version of that software should be used as the prototype. For customized features and functions, the prototype may be developed using the

same toolset that will be used to develop the production system, or using a prototyping tool in a server environment or on a standalone personal computer. **If ACES is to be developed as a ground-up wholly custom development**, then the prototype should be developed using a prototyping tool in a server environment or on a standalone personal computer.

50. Contractor shall develop scripts to be used with the prototype to demonstrate system behavior in all workflows and business processes.

Deliverable 2.2.1. Prototype Software

51. This Deliverable shall be a working prototype or mock-up of ACES, with sample data, for use in demonstrating the user interface and system behavior in day-to-day use. The prototype shall simulate how the system would be used in day-to-day business processes, and how it would behave in both routine and unusual circumstances.

Deliverable 2.2.2. Prototype Demonstration Scripts

52. This Deliverable shall be a set of scripts for using the prototype to demonstrate how ACES will behave functionally.

Subtask 2.3. Conduct Prototype Walkthroughs and Trials

53. Contractor shall conduct detailed walkthroughs of the prototype and facilitate prototype trials with subject-matter experts, based on the scripts developed.

54. Contractor shall use these prototype review sessions to further clarify, validate, and refine requirements, and explore alternative ways to address them.

Deliverable 2.3.1. Report of Prototype Walkthroughs and Trials

55. This Deliverable shall be a detailed record of the prototype walkthrough and trial activities, noting who participated, what scripts were used, and what was learned from each session.

Subtask 2.4. Develop a Functional System Design (with Fit-Gap Analysis for COTS if applicable)

56. Based on the above Subtasks, Contractor shall develop the following deliverable.

Deliverable 2.4.1. Functional System Design Document (with Fit-Gap Analysis if ACES is COTS-based)

57. This Deliverable shall be an update of the ACES System Requirements (Exhibits B-2 through B-4). This shall contain (at a minimum) the following:

- a. Executive Summary
 - b. Detailed description of the initial prototype, and of the changes made to the prototype in its most refined version
 - c. Update of the System Requirements (Exhibits B-2 through B-4), pointing out changes from the RFP, and rationale giving assurance that the updated requirements are technically feasible and well-suited to business needs, and can be economically implemented
 - d. A non-detailed functional design for ACES, showing the technical architecture and key functional mapped to the System Requirements
58. **If ACES is to be developed from a COTS application software product**, then Contractor shall include in this deliverable a fit-gap analysis, which is a detailed comparison of System Requirements against the functionality of the COTS Software, highlighting the differences. **If ACES is to be developed as a ground-up wholly custom development**, then a fit-gap analysis is not applicable and may be omitted from the Functional System Design.

Task 3. Technical Assessment

59. Contractor shall validate, refine, and elaborate the proposed technical architecture based on results of the Functional Assessment, as well as County's technical infrastructure and system performance requirements for ACES.

Deliverable 3.1.1. Technical Architecture Report

60. This Deliverable shall be the detailed documentation of the work performed in this Subtask. This shall contain (at a minimum) the following:

- a. Executive Summary
- b. Update of the technical architecture, pointing out changes from the proposal, and rationale giving assurance that the updated technical architecture is technically feasible and well-suited to business needs, and can be economically implemented
- c. Explanation of the tiers or layers into which the various System Components are to be organized, and how they will be integrated
- d. Specific off-the-shelf or pre-existing software components to be used for ACES (if any)
 - 1. Application software
 - 2. Middleware and operating systems (excluding User workstations)

- 3. Development toolsets and maintenance utilities
- e. Suitability of County's technical infrastructure as a basis for implementing, operating, and maintaining ACES
- f. Planned topology and environments (see paragraph 73. a)
- g. Specifications for platform size, hardware and software components, configuration, and set-up
- h. Conclusions and Recommendations

Task 4. Implementation Assessment

Subtask 4.1. Analyze External Data Sources for Data Conversion and Interfaces

- 61. County shall provide Contractor with specific locations, paths, and access to existing sources of data for Data Conversion and Interfaces.
- 62. County shall provide Contractor with available descriptions and metadata for these external data sources, including a MAPAS data dictionary or file layout, and list of codes and abbreviations used in MAPAS data.
- 63. County shall provide Contractor with subject-matter experts to assist Contractor in interpreting and assessing external data.
- 64. Contractor shall analyze and assess the quality, completeness, consistency, and integrity of external data for Data Conversion and Interfaces.
- 65. Contractor shall map source data elements to ACES data elements for Data Conversion and Interfaces.

Deliverable 4.1.1. External Data Sources Analysis Report

- 66. This Deliverable shall contain (at a minimum) the following:
 - a. A detailed record of the activities performed in this subtask
 - b. A detailed assessment of the quality, completeness, consistency, and integrity of external data for Data Conversion and Interfaces
 - c. A table showing the relationship of source data elements to ACES data elements for Data Conversion and Interfaces

Subtask 4.2. Develop an Integrated Set of Strategies for Developing and Implementing ACES

67. Contractor shall develop the following Deliverable.

Deliverable 4.2.1. Implementation Strategies

68. This Deliverable shall contain an integrated set of strategies for developing and implementing ACES. These strategies shall be comprehensive and detailed enough to guide the work to be done during remainder of the Implementation Phase. The following strategies shall be included:

Software Strategy

69. This strategy shall provide a roadmap for Task 5, System Development, including (at a minimum):

- a.** Specific customizations to be developed
 - 1. Modifications of pre-existing software (if any)
 - 2. New modules to be developed
- b.** Software configurations, stored procedures, and table-driven parameters to be set up
- c.** Toolsets, standards, formats, processes, and specifications for:
 - 1. Delivering, installing, configuring, customizing, and testing off-the-shelf software (if any)
 - 2. Designing, developing, and testing custom software (if any)
- d.** A matrix showing which software modules will be utilized for each major ACES function
- e.** Test plans and draft test scripts
- f.** Significant differences from the proposal or previous Deliverables (if any)

External Interface Strategy

70. This strategy shall provide a roadmap for Task 6, External Interfaces, describing inbound and outbound Interfaces to external systems, for Interfaces that will continue to operate after the production database has been put into Production Use (actual business use). The following (at a minimum) shall be included:

- a. Approach, toolsets, processes, and specifications for developing the Interfaces
- b. Mapping of data elements from external systems to ACES
- c. ETL (extract–transform–load) procedures including data mapping, transformation algorithms, and exception-handling routines
- d. Specifications for integrating ACES security into the Department's technical environment
- e. Test plans and criteria for certifying the interfaces, sufficient to verify that interfaces are functioning properly and meet all System Requirements and Specifications
- f. Significant differences from the proposal or previous Deliverables (if any)

Data Conversion and Database Initialization Strategy

71. This strategy shall provide a roadmap for Task 8, Data Conversion and Database Initialization, describing (at a minimum):

- a. Objectives, assumptions, and scope of the Data Conversion and database initialization effort
- b. Approach, toolsets, processes, and specifications for
 - 1. Converting data from predecessor systems into ACES, including data mapping, extraction, clean-up, transformation, etc.
 - 2. Initializing the content of the ACES database
- c. Table or diagram showing conceptually how MAPAS source data will be transformed into ACES database tables, with annotations to aid in interpreting the codes, abbreviations, formats, etc. in the source-data content
- d. Detailed description of the planned ETL (extract–transform–load) procedure including transformation algorithms and exception-handling routines
- e. Detailed description of the planned data cleansing (cleanup) process, identifying subject-matter experts' tasks and responsibilities
- f. Test plans for Data Conversion and database initialization (test plans to be refined after the application design has been developed)
- g. Acceptance criteria
- h. Contingency plan

- i. Responsibilities and resource requirements
- j. Projected schedule, including:
 - 1. Test runs prior to cutover to Production Use
 - 2. Integration with other cutover activities
- k. Significant differences from the proposal or previous Deliverables (if any)

Reporting and Business Intelligence Strategy

72. This strategy shall describe:

- a. Approach, toolsets, processes, and specifications for developing and testing reports and providing business-intelligence capability using existing County resources (Cognos, Microsoft Office, etc.)
- b. Canned reports, including layouts and criteria for filtering (selecting) records to be included in the report
- c. Ad hoc reporting facilities
- d. Significant differences from the proposal or previous Deliverables (if any)

Integration and Deployment Strategy

73. This strategy shall provide a roadmap for system integration and deployment, with a detailed description and discussion of the following topics (at a minimum):

- a. Technical environments to be established and used during the Implementation and Post-Implementation Phases:
 - 1. Development environment
 - 2. Conversion ETL environment (for the extract–transform–load processes used in data conversion and database initialization)
 - 3. System Integration Test environment
 - 4. Acceptance Test environment
 - 5. Training environment
 - 6. Production environment
 - 7. Production ETL environment (for the extract–transform–load processes used for Interfaces)

- b.** Purpose and intended use of each technical environment
- c.** Projected loads and system performance (throughput and response time) targets for each technical environment
- d.** Specific components, configuration, and sizing of each technical environment
- e.** Security and access controls for each technical environment
- f.** Backup, recovery, and business continuity for each technical environment
- g.** Processes for:
 - 1. Setting up the technical environments
 - 2. Controlled migration of software, data, user profiles, etc. from one environment to another, closely coordinated with the data center's migration procedures and tools
 - 3. Integration and change control
 - 4. Security administration
 - 5. Database administration
 - 6. Performance monitoring
 - 7. Incident tracking
 - 8. Helpdesk and troubleshooting
 - 9. Platform change-control and updates
- h.** Criteria and procedures to verify the successful operation and integration of ACES components
- i.** Criteria and procedures for System Performance Testing or stress testing
- j.** Criteria and procedures for User Acceptance Testing
- k.** Significant differences from the proposal or previous Deliverables (if any)

Documentation and Training Strategy

74. This strategy shall provide a roadmap for Task 12, Documentation, and Task 13, Training, including (at a minimum):

- a.** Discussion of the approach for training County personnel

- b.** Outline of the System Documentation to be delivered, including technical references, user manuals, system administration manuals, training materials, lesson plans (curricula), etc.
- c.** Specification for the training environment
- d.** Procedures, roles, and responsibilities for administering the training environment
- e.** Curriculum outline for the various User roles
- f.** Mock schedule showing training sessions arranged on a hypothetical calendar, and projecting the specific individuals who will attend (assuming no change in Department's Civil Management Unit staffing)
- g.** Logistics that County will need to arrange (classrooms, material distribution, user list, etc.)
- h.** Significant differences from the proposal or previous Deliverables (if any)

Transition Strategy

75. This strategy shall provide a roadmap for making the technical and organizational transition from the current systems and business process to the ACES System and the new business processes. This shall contain (at a minimum) the following:

- a.** Communication Plan (to prepare the user community, data center, technical support personnel, and management for the transition)
- b.** Access Control Plan (identifying the rules and mechanisms which will authenticate users and limit particular users' access to particular fields and records)
- c.** User Account Setup Plan (mapping specific functions to specific roles, and roles to individuals)
- d.** Training Approach
- e.** Infrastructure Readiness Checklist
- f.** Software and Interface Readiness Checklist
- g.** Database Readiness Checklist
- h.** Organizational Readiness Checklist
- i.** User Support Plan

- j. Cutover Plan (steps to be taken to stop using MAPAS, move in-process cases to ACES, and begin processing actual business in ACES)
- k. Significant differences from the proposal or previous Deliverables (if any)

Support Strategy

76. This strategy shall describe the approach, processes, and staffing for System maintenance and technical support during the Implementation and Post-Implementation Phases. This must clearly map to the various components and processes described in the other Strategy deliverables.

Task 5. System Development

77. Although Testing is called out as separate Tasks in this Statement of Work, it is understood that development and testing are intertwined activities in a project of this nature. Contractor shall coordinate development and testing as needed to ensure efficient use of project resources and optimal quality assurance.

78. Reporting and online help features may be omitted from this Task, because they are covered in subsequent Tasks.

Subtask 5.1. Initialize Each Technical Environment

79. County shall be responsible for hosting the system. County shall provide, install, set up, and maintain:

- a. System Hardware, infrastructure, and physical facilities
- b. Operating-system, virtualization, network, and database-management software
- c. Utilities used for County applications, not specific to ACES
- d. Network connectivity within the scope needed for this project
- e. Access controls as appropriate for authorized Contractor and County project team members to install, configure, maintain, and use application software and middleware
- f. Backup and recovery operations
- g. Platform updates and change-control

80. Contractor shall initialize, support, and administer the ACES technical environments, however County shall administer the Production Environment. (See paragraph 73. Integration and Deployment Strategy, for a list of technical environments to be set up.) Each of the technical environments should be

created at the time when it will be needed. All deviations from the Integration and Deployment Strategy shall be documented and submitted to County Project Director for approval.

81. Contractor shall provide, install, set up, and maintain:

- a. Off-the-shelf software specific to ACES, including middleware and tools if applicable
- b. Processes and mechanisms for integration and change control, including controlled migration of software, data, user profiles, etc. from one environment to another, closely coordinated with the data center's change-control procedures and tools
- c. Processes and mechanisms for ACES security administration, including applicable integration with network security, workstation sign-on, data center security, etc.
- d. Processes and mechanisms for ACES database administration
- e. Processes and mechanisms for ACES performance monitoring
- f. Processes and mechanisms for ACES incident tracking and troubleshooting

Deliverable 5.1.1. Technical Environment Initialization Report

82. This Deliverable shall:

- a. Certify that the Development Environment has been fully initialized
- b. Describe in detail the processes and mechanisms indicated in Paragraph 81.

Subtask 5.2. Design the Application

83. Contractor shall design the ACES software and database, meeting all relevant System Requirements and Specifications.

Deliverable 5.2.1. Detailed Software Design Document

84. This Deliverable shall contain the following (at a minimum):

- a. Workflows (sequence of steps in the business process, including conditional divergences and loops, referencing the screens to be used and the key data to be entered in each step)
- b. Screen layouts

- c. Description of each component or control on each screen, and its function
- d. Field-level validation, form-level validation, and system (case) level validation
- e. Navigation paths and links
- f. Mapping of screen fields to data elements in the physical database
- g. Functions of each software module or major section of software
- h. Interactions between software modules or major sections
- i. **If ACES is to be based on a COTS application software:**
 - 1. Specific locations where the COTS Software code is to be changed or additional code is to be written
 - 2. Specific configuration settings of the COTS Software
- j. **If ACES is to be developed as a ground-up wholly custom development:** Detailed specification for the technical design of the code.
- k. Entity Relational Diagram (ERD) depicting all logical data elements (minor elements not inherently meaningful to the underlying business process may be omitted)
- l. Data dictionary, including the meaning and usage of each data element in relation to business processes, and (iii) the interrelationships among data elements
- m. Views
- n. Specific routines and procedures used to set up the physical database
- o. Interfaces, mapping the flow of data from source to destination, and the ETL processes
- p. Deviations from previously stated requirements and strategies (if any)
- q. Rationale for key design choices

Subtask 5.3. Set Up the Database

85. Contractor shall set up the database to be used by the ACES System Software, meeting all relevant System Requirements and Specifications. This shall include all physical database table structures, views, stored procedures, metadata, etc. needed for the functions, installed as called for in Strategy and Design deliverables. Any deviations from previous deliverables shall be

documented and submitted to County Project Director for approval, and the ERD and Data Dictionary shall be updated accordingly.

86. Contractor shall populate the database with sample data sufficient for use in testing the System Software.

Deliverable 5.3.1. Physical Database Documentation

87. This Deliverable shall contain (at a minimum) the following:

- a. Detailed description of the physical database set up in this Subtask
- b. Detailed description of changes or deviations from the Detailed Software Design Document, with updates of the affected sections of the Software Design Document

Subtask 5.4. Provide and Install the COTS Application Software (if applicable)

88. **This Subtask and its associated Deliverable are applicable only to a COTS implementation approach**, and may be omitted if ACES is to be developed as a from-the-ground-up wholly custom development.

89. Contractor shall acquire, deliver, receive, and install the COTS Application Software components.

90. Contractor shall test and verify that COTS Application Software components are properly installed and are ready for subsequent Subtasks.

Deliverable 5.4.1. COTS Software (if applicable)

91. This Deliverable shall be the COTS Application Software installed in the ACES Development Environment.

Deliverable 5.4.2. COTS Installation Memo (if applicable)

92. This Deliverable shall document in detail the activities performed by Contractor and County to carry out and complete this Subtask.

Subtask 5.5. Modify the COTS Software (if applicable) and/or Build Custom Software Components

93. Contractor shall modify the installed COTS software, if applicable and as appropriate to meet relevant System Requirements and Specifications.

94. Contractor shall build and install custom software components, as needed to meet relevant System Requirements and Specifications.

95. Contractor shall ensure that custom-developed Application Software is easily decipherable, efficient, and adhere to agreed-upon coding standards and conventions.

Deliverable 5.5.1. Customized Application Software

96. This Deliverable shall be the installed Application Software with customizations.

Deliverable 5.5.2. Customization Report

97. This Deliverable shall:

- a. Document in detail the activities performed by Contractor and County to carry out and complete this Subtask
- b. Contain an updated version of the of the Software Design Document, with the following additional material:
 - i. Annotated code for all customizations developed
 - ii. Deviations from previously stated requirements and strategies (if any)
- c. Give evidence showing that the installed Application Software (including database stored procedures) meets the relevant System Requirements and Specifications

Subtask 5.6. Configure the Application Software

98. Contractor shall configure the installed core Application Software so that it performs the functions of ACES, meeting all relevant System Requirements and Specifications. This shall include the business rules, screens, menus, data validations, stored procedures, indexes, triggers, etc.

99. Contractor shall ensure that the installed Application Software does not deviate from the Software Strategy, design documents, and other previously submitted Deliverables, except as approved in writing by County Project Director.

100. Contractor shall demonstrate the installed Application Software to County Project Manager and other members of County's project team, and enable them to exercise the Application Software in a Test Environment or sandbox environment, as an informal prelude to User Acceptance Testing.

101. Contractor shall conduct a code walkthrough with County Project Manager and other County personnel.

102. **If ACES is to be based on a COTS application software**, then Contractor shall also:

- a. Train County personnel to assist in configuring the COTS Software.
- b. Lead and support County personnel in configuring the COT Software.
- c. Ensure that the COTS Software has been optimally and properly configured.

Deliverable 5.6.1. Configured Application Software

103. This Deliverable shall be the installed Application Software with all configurations applied.

Deliverable 5.6.2. Configuration Report

104. This Deliverable shall document in detail:

- a. The activities performed by Contractor and County to carry out and complete this Subtask
- b. Contain an updated version of the Software Design Document, with the following additional material:
 - i. All configuration settings and their rationale

Task 6. External Interfaces

105. Contractor shall:

- a. Design, develop, test, and integrate the external Interfaces, meeting all relevant System Requirements and Specifications.
- b. Test the Interfaces.
- c. Ensure that the software does not deviate from the External Interface Strategy and other previously submitted Deliverables, except as approved in writing by County Project Director
- d. Demonstrate the Interfaces with County Project Team to verify that all relevant System Requirements and Specifications have been met.
- e. Ensure that the Interfaces are ready for System Integration Testing, User Acceptance testing, and Performance Testing.

Deliverable 6.1.1. Interface Software

106. This Deliverable shall be the Interface software integrated into the Application Software and ready for User Acceptance Testing. The Interfaces

shall conform to relevant System Requirements and Specifications, and be thoroughly tested and certified.

Deliverable 6.1.2. Interface Report

107. This Deliverable shall describe in detail the Interface specifications and annotated Documentation of the interface code.

Task 7. Production Reports

108. Contractor shall develop reports to meet System Requirements.

Deliverable 7.1.1. Report Specifications

109. This Deliverable shall specify in detail the reports to be developed, the intended use, and guidelines for interpreting report data.

Deliverable 7.1.2. Reports Software

110. This Deliverable shall consist of specific reports that can be run in the Production Environment, with annotated code. Contractor shall accompany this Deliverable with updated Report Designs as well as Documentation evidencing testing to ensure that the reports are consistent with their designs.

Task 8. Data Conversion and Database Initialization

Subtask 8.1. Convert Data from MAPAS into ACES

111. Data to be converted from MAPAS (the predecessor system) into ACES shall include:

- a.** All MAPAS case records that are open or active at cutover, estimated at 200,000 (two hundred thousand) service requests and real-estate cases
- b.** All inactive (or closed) case records from MAPAS, estimated at 5,000,000 (five million) service requests and real-estate cases

112. In addition to the County responsibilities set forth in Subtask 4.1 (Analyze External Data Sources for Data Conversion and Interfaces), County shall carry out the following responsibilities:

- a.** Indicate the path for extracting data from MAPAS and moving it to the staging location or conversion ETL environment.
- b.** Perform acceptance tests to verify that converted data meets specifications.

113. In addition to the Contractor responsibilities set forth in Subtask 4.1 (Analyze External Data Sources for Data Conversion and Interfaces), and paragraph 71. (Data Conversion and Database Initialization Strategy), Contractor shall carry out the following responsibilities:

- a. Systematically coordinate, track, and administer the Data Conversion process, including County responsibilities.
- b. Map the data from its source in MAPAS to its destination in ACES.
- c. Extract data from MAPAS to the staging location.
- d. Transform the staged data into the ACES data schema.
- e. Convert the data in conformance with ACES data codes, business rules, and data validation rules.
- f. Assess the extracted data, identifying any anomalies and formulating procedures for resolving them.
- g. Load the converted data into all applicable technical environments.
- h. Document the business rules, algorithms, formulas, and procedures used to extract, stage, transform, convert, and assess the data.
- i. Develop specifications and tests for converted data, to enable County to verify that the converted data is complete, error free, and compatible with ACES screens, functions, queries, operations, and reports.

114. Contractor shall ensure that the Data Conversion process is tested and refined as needed for a successful and timely cutover to Production Use.

115. When the Data Conversion process has been successfully proven, Contractor shall explain and demonstrate the Data Conversion process to County Project Manager and other members of County project team, and enable them to validate the process.

116. If County decides to cutover from MAPAS to ACES in multiple cutover cycles, such as one office at a time, or function by function, Contractor shall convert the corresponding data as part of each cutover cycle.

117. Contractor shall ensure the Data Conversion process and results do not deviate from the Data Conversion and Database Initialization Strategy and other previously submitted Deliverables and documented expectations, except as approved in writing by County Project Director.

Deliverable 8.1.1. Data Conversion Test-Run Report

118. This Deliverable shall document:

- a. Procedures used (in detail, including scripts used for extracting, transforming, loading, and validating the data)
- b. Sample data used in the test runs
- c. Results and conclusions for each test run
- d. Deviations from previously stated requirements and strategies (if any)
- e. Contractor's statement certifying that the Data Conversion process is ready for cutover to Production Use and that the Data Conversion that is performed as part of the cutover process will be successful, complete, timely, and error free

Subtask 8.2. Initialize the ACES Database

119. Contractor shall initialize the content of the ACES database (a) prior to cutover to Production Use as part of the development and testing process, and (b) as part of the cutover process.

120. Contractor shall ensure that the ACES database contains all data needed for a smooth, successful cutover into Production Use (actual business use), including converted data, User accounts, User profiles, master files, parameters, lookups, reference data, etc.

121. Contractor shall perform as many test runs of the database initialization process as necessary to ensure that the cutover database will be complete, error free, and ready as planned. Contractor shall inform County of these test runs as part of the formal and informal status-reporting and issue tracking processes.

Deliverable 8.2.1. Database Initialization Report

122. This Deliverable shall document in detail the data content and procedures for initializing the ACES database, excluding data being converted from MAPAS and data entered through normal business processes.

Task 9. System Integration Testing

Subtask 9.1. Develop Integration Test Plans

123. Contractor shall develop test plans to ensure that all ACES System Components are complete, integrated, and error free, and meet System Requirements and Specifications.

Deliverable 9.1.1. Integration Test Plans

124. This Deliverable shall be a set of detailed plans for System Integration Testing, including scripts, procedures, and expected results.

125. Test scripts shall contain the following information (at a minimum):

- a. The screen, module, function, or component being tested
- b. The related business and/or functional requirements
- c. Script or steps to be taken in running through the test scenario
- d. Expected results

Subtask 9.2. Conduct Integration Tests

126. Contractor shall conduct testing needed to ensure that all ACES System Components are complete, integrated, and error free, and meet System Requirements and Specifications. Progressive test cycles shall be repeated until all bugs and anomalies are resolved and the System Components are proven to meet all applicable criteria, Specifications, and System Requirements.

127. Contractor shall ensure that technical environments are set up to fully support System Integration Testing.

Deliverable 9.2.1. Integration Test Results Report

128. This Deliverable shall document all activities and results of the System Integration Testing, including the following (at a minimum): test activities including date, tester, location, and equipment; scripts used; expected results; actual results; variances; explanation of variances.

129. Test results shall describe in detail:

- a. Test procedures, testers, and dates
- b. Actual results compared to expected results
- c. Explanations of any variances

130. This Deliverable shall include a matrix relating test results to the System Requirements, to provide assurance that the testing accounted for all relevant System Requirements.

Task 10. User Acceptance Testing

131. Please note the distinction between:

- a. User Acceptance Testing, which occurs **prior to** cutover into Production Use (actual business use); and
- b. Final System Acceptance, which occurs **after** ACES has been proven in Production Use (actual business use), in accordance with Paragraph 5.4 (Final System Acceptance) of the Agreement and marks the end of the Implementation Phase (see page 12).

132. Contractor shall inform the County Project Manager when the System is ready for User Acceptance Testing, which shall occur when Contractor has determined that the System is fully functional with no deficiencies at Priority Level I or II (as defined in Exhibit B-5, Maintenance and Support Services).

Subtask 10.1. Support User Acceptance Testing

133. Contractor shall:

- a. Recommend a methodology for User Acceptance Testing.
- b. Ensure that technical environments are set up to fully support User Acceptance Testing.
- c. Train the members of the project team who will be involved in User Acceptance Testing, so that those individuals have sufficient knowledge of ACES to understand specific testing objectives, test all operational functions of ACES, and interpret test results.
- d. Coordinate personnel who will be involved in User Acceptance Testing.
- e. Monitor the project's readiness for User Acceptance Testing
- f. Provide on-site assistance during the User Acceptance Testing.
- g. Monitor and track System events during User Acceptance Testing.
- h. Track and resolve issues and incidents reported during User Acceptance Testing

Deliverable 10.1.1. User Acceptance Test Methodology

134. This Deliverable shall be a detailed description of the recommended approach for User Acceptance Testing.

Deliverable 10.1.2. User Acceptance Test Readiness Statement

135. When Contractor has determined that the project is ready for User Acceptance Testing, Contractor shall deliver County this Deliverable giving evidence that the project is ready for User Acceptance Testing, including:

- a. System Hardware and infrastructure
- b. Database and Application Software
- c. Documentation (including instructions, manuals, logs, etc.)
- d. Project team (including a detailed description of training given to each of County's participants in User Acceptance Testing)

Deliverable 10.1.3. User Acceptance Test Record

136. This Deliverable shall be a summary of the methodology, activities, system events, issues, incidents, and results of User Acceptance Testing, after the System has passed the User Acceptance Test (as determined by County). This Deliverable shall be delivered within five (5) business days after County Project Manager has notified Contractor that the System has passed the User Acceptance Test.

Task 11. Performance Testing

Subtask 11.1. Perform Stress Tests

137. Contractor shall develop test plans and carry out tests to ensure that the production System will meet all response-time requirements when deployed to all Users and used during peak workloads. Stress testing shall be carried out after satisfactory completion of component testing and System Integration Testing. Stress-test cycles shall be repeated until all bugs and anomalies are resolved. Stress testing shall be considered completed when Contractor and County Project Manager both concur that the Production Environment will meet performance requirements during peak workloads.

138. Stress testing shall be carried out in the Production Environment.

139. Contractor shall provide the tools needed for this Task, including load-simulation hardware and software if needed. Contractor-provided tools shall remain the property of Contractor.

Deliverable 11.1.1. Stress Test Plans

140. This Deliverable shall be a set of detailed plans for stress testing, including scripts, procedures, and expected results.

Deliverable 11.1.2. Stress Test Record

141. This Deliverable shall document all activities and results of the stress testing, including the following (at a minimum): test activities including date, tester, location, and equipment; scripts used; expected results; actual results; variances; explanation of variances.

Subtask 11.2. Tune the Production Environment

142. Contractor shall tune Application Software and database for optimal performance, based on stress test results.

143. Contractor shall ensure that the Production Environment will accommodate full-scale business use.

Deliverable 11.2.1. Production Environment Tuning Report

144. This Deliverable shall be a summary of the tuning performed in response to performance testing.

Task 12. Documentation and Online Help

Subtask 12.1. Develop System Documentation

145. Contractor shall develop and provide detailed technical Documentation for ACES.

Deliverable 12.1.1. Technical Documentation

146. Technical Documentation shall be of sufficient depth and clarity to enable County technical personnel to understand the underlying structure and function of all ACES System Components, to troubleshoot the Application Software and all its Interfaces (including platform, network, and security interfaces) in a step-by-step manner, to support Users (helpdesk), to perform all System-administration and operation duties, and to plan for potential future integration with other applications.

Deliverable 12.1.2. User Manuals and Training Materials

147. User manuals shall be of sufficient depth and clarity to enable all Users to utilize all relevant System features in the course of their work duties. Training materials shall include instructional aids and exercises geared for classroom training of Users. User materials shall be consistent with online help.

Subtask 12.2. Provide the Online Help Features

148. Contractor shall provide and set up the online help features of the system. Help features shall be:

- a. Consistent with System Specifications in the various requirements and design documents
- b. Consistent with general conventions typically used in online help functions

Deliverable 12.2.1. ACES Online Help Features

149. This Deliverable shall be the online help features of ACES, including:

- a. An overall guide to the various types of business operations and how each operation is handled in ACES
- b. Help on specific screens and screen objects including fields
- c. A help index that can be searched by keywords

Task 13. Training

150. Training shall take place in County facilities. County shall furnish the hardware used for training.

151. Contractor shall prepare materials to be used in training, such as manuals, sample data, etc., and provide to County electronically.

152. County shall print the paper copies of user manuals and training materials.

Subtask 13.1. Develop Detailed Training Plan

153. Contractor shall plan the training needed for rollout to the User community and support personnel.

Deliverable 13.1.1. Training Plan

154. This Deliverable shall include (at a minimum):

- a. Curricula and hourly training schedule for each User role
- b. Specific learning objectives for each User and support role, to be used to assess each individual's readiness to perform their expected roles
- c. Lists of materials, facilities, equipment, User profiles, access procedures, work samples, and other items needed for each training session, including items that County is to furnish

- d. Training calendar indicating the specific attendees and locations for all user training sessions

Subtask 13.2. Conduct On-Site System Administrator/Operator Training

155. Contractor shall conduct System administrator and System operator training for no less than twenty (20) individuals.

Deliverable 13.2.1. System Administrator/Operator Training Report

156. This Deliverable shall be a summary of the system administrator/operator training provided.

Subtask 13.3. Conduct On-Site User Training

157. Contractor shall conduct expert-user training (Train the Trainer) for no less than sixty (60) County personnel who will in turn train the rest of the User population.

Deliverable 13.3.1. User Training Report

158. This Deliverable shall be a summary of the user training provided.

Task 14. Cutover

Subtask 14.1. Plan the Cutover Process

159. The **cutover process** is the sequence of activities in which actual business processes are migrated from MAPAS to ACES. This includes the following events:

- a. MAPAS stops being used for actual business transactions.
- b. Data is converted and the ACES production database is fully initialized.
- c. ACES starts being used for actual business transactions, including any transactions-in-process that were initiated in and converted from MAPAS.

160. Contractor shall plan all cutover activities.

161. Contractor shall abide by County's preferences as to whether cutover is orchestrated all at once versus in stages or cycles, and whether it will be rolled out to pilot groups before being released to all Users.

Deliverable 14.1.1. Cutover Plan

162. This Deliverable shall lay out in detail the step-by-step activities and timeline for the cutover process. This plan shall define the milestones where readiness to proceed is assessed, go/no-go criteria, and fallback positions to be taken if no-go conditions are encountered.

Subtask 14.2. Support the Rollout of the Production Environment to Users

163. Contractor shall support County in rolling out the Production Environment to all Users.

Subtask 14.3. Assess Technical Readiness

164. Contractor shall assess the readiness of all technical elements for cutover to Production Use (including ACES and MAPAS, as well as other systems and equipment to be used for the cutover process and for processing work in ACES), and communicate findings to County as part of the cutover process.

Deliverable 14.3.1. Technical Readiness Report

165. This Deliverable shall be delivered prior to cutover, when the Contractor has determined that all technical elements are ready for cutover. This report shall describe the technical readiness for the cutover process, the activities involved in making this assessment, and the rationale for this assessment.

Subtask 14.4. Assess Organizational Readiness

166. Contractor shall assess the readiness of the organization and individuals involved in the cutover process, and communicate findings to County as part of the cutover process.

Deliverable 14.4.1. Organizational Readiness Report

167. This Deliverable shall be delivered prior to cutover, when the Contractor has determined that the organization is ready for cutover. This report shall describe the organization's readiness for the cutover process, the activities involved in making this assessment, and the rationale for this assessment.

Subtask 14.5. Test the Cutover Process

168. Contractor shall test or "dry run" the cutover process and ensure that it will be successful when executed.

Deliverable 14.5.1. Cutover Test Report

169. This Deliverable shall be delivered prior to cutover, containing a report on the activities involved in testing the cutover process, and the Contractor's assurance that the cutover process has been adequately tested.

Subtask 14.6. Orchestrate the Cutover Process

170. Contractor shall coordinate and oversee the cutover process, including the activities of County personnel.

Deliverable 14.6.1. First Post-Cutover Report

171. This Deliverable shall be delivered no more than five (5) business days after the System has reached the following milestone: all business processes are in fully functional Production Use in three (3) CMU branch offices and in the Protective Order Section at Court Services Division Headquarters, with no deficiencies at Priority Level I, II, or III (as defined in Exhibit B-5, Maintenance and Support Services).

172. This deliverable shall describe in detail:

- a. The cutover process that actually took place
- b. An evaluation of the cutover process and outcomes
- c. The criteria used for evaluating cutover
- d. Problems and anomalies encountered and resolved during the cutover process, detailing the activities (including time, place, and personnel) involved in identifying, communicating, troubleshooting, and resolving these matters
- e. Remaining problems, deficiencies, issues, and risks, the plans for their resolution, and the anticipated timetable for their resolution

Deliverable 14.6.2. Second Post-Cutover Report

173. This Deliverable shall be delivered no more than five (5) business days after the System has reached the following milestone: all business processes are in fully functional Production Use for all categories of users in all offices, with no deficiencies at Priority Level I, II, or III (as defined in Exhibit B-5, Maintenance and Support Services).

174. This Deliverable shall cover the same set of topics as the First Post-Cutover Report.

Task 15. Maintenance and Support

Subtask 15.1. Maintain and Support the System During the Implementation Phase

175. Contractor shall maintain and support the System during the Implementation Phase. Maintenance and Support Services during the Implementation Phase shall be provided in accordance with the Exhibit B-5 (Maintenance and Support Services).

176. During the System Warranty Period (the period between cutover and Final System Acceptance), Contractor shall provide intensive, on-site support for the System. Maintenance and Support Services shall include those defined in Exhibit B-5 (Maintenance and Support Services), plus all additional technical support needed to refine the System so as establish its ongoing stability and reliability in full Production Use mode.

Subtask 15.2. Transfer the System Administration Responsibilities

177. From project inception through the first sixty (60) days after cutover, Contractor shall be responsible for System administration and System operations. During this period, Contractor shall transfer System administration and System operation responsibilities to County personnel. Contractor shall be responsible for knowledge transfer to County support personnel. Following the successful transition, County shall take responsibility for System administration and System operations.

Deliverable 15.2.1. Post-Implementation Transition Plan

178. This Deliverable shall be a detailed plan for transition to Post-Implementation Maintenance and Support Services following Final System Acceptance.

Subtask 15.3. Assist in and Achieve Final System Acceptance

179. Contractor shall monitor ACES during the System Warranty Period and continue to maintain incident logs and track issues. Contractor shall analyze and communicate System performance and usage. Contractor shall assist County in verifying that the System meets Final System Acceptance criteria (as defined Paragraph 5.4 of the Agreement). As soon as County verifies that those criteria are met, County will execute a Task/Deliverable Acceptance Certificate evidencing achievement of Final System Acceptance.

Subtask 15.4. Maintain and Support the System During the Post-Implementation Phase

180. During the Post-Implementation Phase, Contractor shall provide Maintenance and Support Services as defined in Exhibit B-5 (Maintenance and Support Services).

End of Document

**COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT**

AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

**REQUEST FOR PROPOSALS
RFP# 399-SH**

**APPENDIX B:
STATEMENT OF WORK**

**EXHIBIT B-1:
BACKGROUND**

Table of Contents

1. GOAL	3
2. BUSINESS FUNCTION.....	3
3. ORGANIZATION	3
3.1. OVERVIEW	3
3.2. HISTORY	3
3.3. DUTIES.....	4
3.4. STRUCTURE	5
3.5. REVENUE	7
3.6. COLLECTIONS.....	7
4. CURRENT SYSTEM—MAPAS	7
4.1. HISTORY	7
4.2. TECHNICAL ENVIRONMENT	7
4.3. INTERFACES	8
5. GENERAL TECHNOLOGY IN PLACE AT THE SHERIFF / ISD	8
6. ACES CONCEPT	9
6.1. Data Sharing	9
6.2. Efficiency.....	9
6.3. Financial.....	9

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT
AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)
STATEMENT OF WORK
EXHIBIT B-1: BACKGROUND

1. GOAL

The Department's goal to acquire, implement, and support a new Automated Civil Enforcement System (ACES) to replace the existing legacy system (Modified Automated Process and Accounting System, or MAPAS). ACES is to be a state-of-the-art, web-based, intuitive, automated tracking, workflow, accounting and document management system to facilitate the civil enforcement processes in keeping with California civil rules.

2. BUSINESS FUNCTION

The Department is charged with the enforcement of both criminal and civil law within the county. This project is primarily concerned with the civil law enforcement function.

3. ORGANIZATION

3.1. OVERVIEW

The Civil Management Unit (CMU) is the operational unit that carries out the Department's civil law enforcement responsibilities and is the largest such organization in the nation. CMU is part of the Department's Court Services Division and has twenty branch offices housed in courthouses throughout the county, with its headquarters in Alhambra. The number of employees assigned to each branch office depends on the volume of work and ranges from four employees at the Pomona Branch to 60 employees at the Los Angeles Branch.

Although CMU is the primary focus of civil law enforcement in the county, law enforcement officers and other employees, in multiple agencies, have roles in the civil law enforcement process. CMU offices are closed on weekends and holidays, but due to various off-hours activities ACES needs to be available on a 24/7 basis, other than for scheduled maintenance (see Exhibit B-5, Maintenance and Support Services).

3.2. HISTORY

Beginning in 1994, each California county's marshal's office was merged into its sheriff's department. Los Angeles County, with 34 Marshal's Office locations, was the first county to carry out this merger.

Civil law enforcement was the core business of the Marshal's Office, but in the Sheriff's Department these civil functions must take their place alongside criminal law enforcement and jail operations. As a separate agency, Marshal's Office managers (lieutenants) and supervisors (sergeants) developed deep expertise in civil law enforcement statutes, case law, policies, and procedures. However, in an integrated Sheriff's Department, personnel tend to transfer across the various department functions. As former Marshal's Office employees retire, the gradual loss of in-house expertise in civil law enforcement has been addressed through several strategies:

- The number of civil law enforcement locations has been reduced from 34 to 20.
- A new series of professional staff supervisors, the Head Court Records Systems Clerk and Supervising Court Records Systems Clerk, was created to replace sergeants and lieutenants who had previously supervised the clerical staff.
- The Civil Management Unit was created to provide a unity of command and improve the management and supervision of 20 offices that performed the same functions but in dissimilar ways.
- The processing of protective orders (restraining orders) was centralized into the Protective Order Section to ensure that the orders were processed timely and correctly.

3.3. DUTIES

The main duties of the Civil Management Unit include:

- Levying on personal property (wages, bank accounts, motor vehicles, equipment, inventory, business sales proceeds, etc.) pursuant to writs of execution, attachment, and claim and delivery
- Levying on real property pursuant to writs of execution, sale, and attachment
- Conducting execution sales of personal and real property
- Serving judicial process (subpoenas, orders for appearance, orders to show cause, summonses and complaints)
- Conducting evictions

- Enforcing protective orders (restraining orders—domestic violence, civil harassment, elder abuse, family law, workplace violence) by:
 - Electronically receiving all protective orders directly from the Los Angeles Superior Court—in 2005 CMU became the pivotal law enforcement agency for the enforcement of protective orders within the County. Protective orders are delivered to CMU (rather than local police agencies) for entry into the state protective order system (California Restraining and Protective Order System)
 - Entering the protective orders into the California restraining and protective order system (CARPOS)
 - Publishing the protective orders and proofs of service on the Department's website (civil.lasd.org) for use by police agencies to validate arrests for court order violations
 - Serving protective orders
 - Publishing proofs of service on the website
- Receipting fees for services
- Collecting and disbursing levied monies to judgment creditors
- Complying with post-levy supplemental procedures such as bankruptcy, exemptions, homesteads, third party claims, and undertakings
- Monitoring and proposing legislation concerning civil law enforcement issues, e.g., fee increases, civil warrant enhancements, improved methods of levy and manner of service of process

3.4. STRUCTURE

The Civil Management Unit (CMU) is part of the Court Services Division, which is headed by a Division Chief. An Area Commander reports to Chief and oversees a Lieutenant who serves the unit commander of CMU. CMU is a countywide organization with 20 Branch offices and a headquarters.

The Lieutenant oversees an Operations Sergeant and 9 Field Sergeants, who, in turn, supervise 10 Bonus I Deputies. The Operations Sergeant performs administrative tasks and supervises the administrative staff and the Bonus I Deputy in charge of the Protective Order Service Section Employees (POSSE). Fifteen (15) Court Records Systems Clerks staff the POSSE. The Field Sergeants and Field Bonus I Deputies supervise 40 Field Deputies and 66 Court Services Specialists (CCSs). Field Deputies perform civil law enforcement tasks, e.g., seize property, conduct evictions, serve and enforce protective orders.

CSS's serve non-enforcement process, e.g., such as garnishments, subpoenas, and earnings withholding orders.

The Lieutenant also oversees 9 Head Court Records Systems Clerks, who, in turn, supervise fifteen Supervising Court Records Systems Clerks. The Supervising Court Records Systems Clerks supervise 140 Court Records System Clerks (CRSC's). The CRSC's intake process for service includes: collects fees and collections, process supplemental procedures, e.g., bankruptcy, exemption third party claims and disburse funds. One (1) Supervising Courts Records Systems Clerk supervises two (2) Court Records Systems Clerk III's assigned to the Information Support Section (ISS.) ISS provides support to users of MAPAS, CMU's current case management system (see page 7).

CMU Branch operations are divided into two functions: office and field.

- Office functions are performed by professional staff employees (Court Records System Clerks) and include: receipting fees and levied monies (collections); preparing service requests for field personnel; processing supplemental proceedings, e.g., bankruptcy, exemptions, etc.; and, disbursing collections. Each branch office is supervised by a Supervising Court Records Systems Clerk and managed by a Head Court Records Systems Clerk.
- Field functions are performed by professional staff employees (Court Services Specialists) and Deputy Sheriffs. Court Services Specialists serve non-enforcement process, e.g., subpoenas, earnings withholding orders, small claims orders, garnishments, etc. Deputies execute enforcement process, e.g., property seizures, bench warrant arrests, evictions, restraining orders, etc. Field personnel are supervised by a Bonus I Deputy Sheriff and managed by a Sergeant.

Headquarters operations include: personnel and equipment management, MAPAS user support and restraining order processing.

The Unit Commander of CMU is a Lieutenant and is responsible for managing 308 employees at twenty-one different locations. The Lieutenant promulgates orders governing unit operations. An Operations Sergeant assists the Lieutenant with administrative matters and provides guidance to line personnel on problematic civil enforcement situations.

The Information Systems Section (ISS) provides support to MAPAS users, oversees bank deposit activities and liaises with Sierra Systems, the MAPAS support and maintenance contractor.

The Protect Order System Section Employees (POSSE) processes all restraining orders issued by the Los Angeles Superior Court.

3.5. REVENUE

The law requires payment for fees for civil enforcement services, excluding subpoenas issued in criminal and juvenile court actions, fees waived by court order and fees payable by certain government agencies. In fiscal year 2007/2008, CMU earned \$18,164,435 in fees for civil law enforcement services, \$9,496,431 of which was remitted to the County general fund with the balance (\$8,668,004) deposited in Sheriff's Department special fund accounts dedicated to funding civil law enforcement operations. In addition, \$1,075,425 was earned for the inspection of vehicles cited for equipment violations.

3.6. COLLECTIONS

A major function of CMU is the enforcement of writs of execution by levying on the personal and real property of judgment debtors. Last year, CMU collected 389,732 payments totaling \$105,412,332 from 57,771 employers, banks, garnishees and execution sales that were placed in trust and disbursed to judgment creditors.

4. CURRENT SYSTEM—MAPAS

4.1. HISTORY

In 1985 the Los Angeles County Marshal's Office, which handled 85% of the civil cases in the county at the time, deployed a state of the art case management system, the Marshals Automated Process and Accounting System (MAPAS). MAPAS provided much needed automation for civil process operations and was renamed the Modified Automated Process Accounting System in 1994 when the Marshal's Office was merged into the Sheriff's Department. Some of the original MAPAS functions have been replaced by newer technologies, e.g., e-mail, courthouse security data collection, employee personal history record maintenance, and training record maintenance.

4.2. TECHNICAL ENVIRONMENT

The Sheriff obtains some services through the Los Angeles County Internal Services Department (ISD), which serves all County departments. ISD provides wide-area network services throughout Los Angeles County, and County-level information security oversight. ISD also provides some hosting services, particularly for web-facing applications or those requiring 24/7 on-site support.

ISD provides hosting services to MAPAS. MAPAS, resides on a mid-range computer at the ISD data center, running on an HP Unix operating system, Adabas database management software, Natural development environment, and Natural programming language. The users have PCs running Windows 2000/XP with Dynacomm connectivity software.

Some portions of the technical environment are provided by the Sheriff's Department's Technical Services Division, such as the Sheriff's Data Network provides network connectivity.

4.3. INTERFACES

The Temporary Restraining Order (TRO) process interfaces with MAPAS and TRO Web, a web application that provides access to the public and law enforcement to view status on restraining orders.

eCAPS is the Countywide financial system. Checks are paid through eCAPS based on transactions generated from MAPAS. Payments and status of payments are exchanged between MAPAS and eCAPS through two way interface files.

5. GENERAL TECHNOLOGY IN PLACE AT THE SHERIFF / ISD

- User Desktops and Laptops
 - Desktops: Dell Optiplex, HP
 - Laptops: Dell Latitude Series
 - Printers: LaserJet Series from HP
 - Windows 2000, XP Professional, Windows 7
 - Microsoft Internet Explorer 6.0 or later
- Servers
 - Server OS: Windows 2008 / Windows 2003
 - Web Server: IIS, ColdFusion
 - GroupWare: SharePoint 2007
 - Virtualization: Hyper-V
 - Development: Microsoft .NET suite
 - Document Management: Case 360 by Global 360
 - Image Storage: Windows file structure
- Database Server Software
 - Oracle Database 10g/11g
 - Microsoft SQL Server 2000/2005
- Email Related
 - Exchange Server 2003 migrating to 2007 or 2010
 - Outlook 2000/ 2003/ 2007 migrating to 2007 exclusively
 - BlackBerry Smartphone Servers to support between 1500 to 2000

6. ACES CONCEPT

The County is committed to promoting technologies that improve and/or expand services, improve communications, and improve interdepartmental collaboration and data sharing. These improvements can be accomplished by several means, including web-based information systems, better user interfaces, more robust collaboration and messaging tools, and improved data exchange and reporting capabilities, all of which are expected of ACES.

Without limiting the specific functional and technical requirements set forth in the Requirements, ACES is expected to achieve the following:

6.1. Data Sharing

- Improved coordination of service delivery and planning activities across Civil Management Unit (CMU) branches
- Improved ability to exchange data electronically and securely with other County departments and government agencies
- A data repository or data warehouse to accommodate a greatly expanded scope of data available through the ACES

6.2. Efficiency

- Reduced time spent indexing, storing, and retrieving paper records, by utilizing document imaging
- Less physical space devoted to storage of paper records
- Improved ability to schedule, plan and document services
- Improved response to regulatory and business changes
- Improved management reporting
- Improved information for planning and management decision making

6.3. Financial

- Improved management process
- Improved revenue capture
- Reduced system support and maintenance costs
- Reduced overtime and backlogs

**COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT**

AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

**REQUEST FOR PROPOSALS
RFP# 399-SH**

**APPENDIX B
STATEMENT OF WORK:**

**EXHIBIT B-2
TECHNICAL REQUIREMENTS**

Please note: The Technical Requirements shown here are taken from Section 18 of the System Requirements Matrix spreadsheet

Number	Requirement
18.0	18. Technical Requirements
18.1	Platform
18.2	For all normal user functions, users access ACES via networked workstations running any common web browser (including Microsoft Internet Explorer 7 and above) set to a medium-high privacy setting, with no additional software or special configuration needed on the workstation. (Indicate any exceptions or limitations in the comments column.)
18.3	ACES can be accessed from any user workstation running Windows XP or Windows 7. (Indicate any exceptions or limitations in the comments column.)
18.4	ACES does not allow persistent cookies.
18.5	ACES does not allow cross-site scripting.
18.6	ACES requires SSL for internet transactions.
18.7	The ACES software can run on a physical server or a virtual server running VMware or MS Hyper-V. (Indicate any exceptions or limitations in the comments column.)
18.8	The system will concurrently accommodate (X) number of users (Please refer to Appendix B Statement of Work Section I-D for number fo users)
18.9	The system will not have a hard limit of the number of concurrent users connected based on software. (Indicate any exceptions or limitations in the comments column.)
18.10	Programming and Data Standards
18.11	ACES modules other than commercial off-the-shelf software components are developed on a Microsoft .NET ("dot net") development platform.
18.12	Tables and columns follow a consistent naming convention, other than tables originating in commercial off-the-shelf software components.
18.13	The following types of data follow a consistent, standardized formatting or parsing throughout ACES:
18.14	Persons' names
18.15	Addresses (including state and zip code)
18.16	Phone numbers
18.17	Dates
18.18	Dollar figures
18.19	Social security numbers
18.20	E-mail address
18.21	Name fields accommodate hyphenated, dual, monikers, and long first and last names
18.22	Parameters used in business rules are table-driven rather than hard-coded. (Indicate any exceptions or limitations in the comments column.)
18.23	The program code, including embedded annotations and comments, contains no sensitive information (user names, passwords, descriptions of security mechanisms, etc.).
18.24	The application uses database stored procedures to access the transaction-processing database, to the extent that this is more secure than using ADO record sets or SQL statements.
18.25	System Environments
18.26	ACES can be set up with various technical environments—test environment, production environment, etc., with a controlled migration of software, data, user profiles, etc. from one technical environment to another.
18.27	ACES has a built-in mechanism for the controlled migration of software and data from one technical environment to another.
18.28	The test environment can contain all access controls, including user profiles.

18.29	Database Management
18.30	The ACES database resides on an Oracle or Microsoft SQL Server database server.
18.31	The ACES database can be queried with Structured Query Language (SQL).
18.32	The ACES database can be rolled back if needed to resolve problems associated with new code releases.
18.33	The database stores the following data elements as encrypted data:
18.34	Social security number
18.35	Bank account numbers including credit and debit card accounts
18.36	User name
18.37	Security identifiers such as passwords, PINS, etc.
18.38	User Login
18.39	ACES is linked to the Sheriff's Department's network services so that Windows single sign-on can be used with ACES, but the user must login to start an ACES session.
18.40	The system can pull readily available user information from an LDAP directory, if and when the Sheriff's Department puts an LDAP server into operation.
18.41	ACES does not allow a user to use the browser back button to log in, or cookie-based logins.
18.42	A user's access to ACES can be suspended or revoked without deleting the user.
18.43	ACES displays a list of users who are currently logged in. Only users authorized to access this list can view it.
18.44	ACES terminates a login session after a certain number of minutes of user inactivity, with the number of minutes set by the County. (The session is said to have "timed out" after the "timeout period.")
18.45	ACES terminates a user's login account if it has not been used for a certain number of consecutive days, with the number of days set by the County.
18.46	Authorization of User Access to Data, Screens, and Functions
18.47	ACES limits access to particular functions, screens, data fields, and data records based on authorization rules which the County can specify.
18.48	Authorization rules distinguish different types of access rights—viewing data using online forms, printing data using canned reports, using data in ad-hoc queries and reports, downloading data, editing data in existing records, creating new records, deleting records, etc.
18.49	For the purpose of administering authorization, system administrators define user roles or groups, and then individual users are assigned to one or more of these roles or groups.
18.50	Users' default roles are based on their rank/position.
18.51	Users with multiple roles with varied attribute level will always be granted the higher level.
18.52	A user can be assigned multiple roles.
18.53	Once a user's role(s) are assigned, system administrators can individualize a user's access rights.
18.54	In addition to user roles or groups, system administrators can set other authorization rules based on a combination of:
18.55	Attributes of the user seeking access
18.56	The module, operation, or function to be accessed
18.57	Specific database fields (table columns) to be accessed (for example, only certain users can access Social Security Numbers and Bank Account Numbers)

18.58	Data values within the database fields to be accessed (for example, users can access only cases where the Case Control Office is the same as the User Assigned Office)
18.59	IP address or other identifier of the user's workstation
18.60	Time of day
18.61	Emergency levels
18.62	Although each user is assigned to only one CMU Office at any point in time, system administrators can grant some users access rights to multiple offices within ACES.
18.63	Authorization rules can be administered by County system administration staff.
18.64	ACES temporarily prevents users from editing a record when another user is editing it.
18.65	ACES tracks changes to authorization rules and the specific access rights granted to users. This includes:
18.66	Supervisor who approved the change
18.67	Date and time of the change
18.68	Reason for the change
18.69	System administrators can generate a report showing access rights currently granted, and change history.
18.70	Users can flag a case as confidential.
18.71	System sends a message to a designated management user when a user who is not authorized to view confidential cases attempts to view a confidential case.
18.72	Audit Log
18.73	ACES contains an audit log showing the complete, precise history of all user activity, including records and fields viewed, data changed, deletions, etc. Log entries identify the user, time, date, and activity detail.
18.74	The audit log can be queried and filtered by user, user group, type of activity, date range, time of day range, IP address, data-field values, MAC address, etc.
18.75	The audit log tracks the before-and-after values of data changed.
18.76	The audit log identifies events in which a user process was interrupted or abnormally ended.
18.77	The audit log tracks system administrator activity.
18.78	The audit log cannot be changed by anyone including system administrators.
18.79	Database tables, columns, and metadata cannot be changed except by a security-controlled process.
18.80	System Response Time
18.81	For a transaction-processing screen to load: 99.5% of the time, the screen is fully displayed within one (1) second after the user has clicked on the link for that screen, or after a condition is met that is supposed to trigger the screen to be displayed.
18.82	For a drop-down menu or auto-suggest list to appear: 99.5% of the time, the menu or list is fully displayed within one (1) second after the cursor has been moved into the relevant field (if the drop-down menu or auto-suggest list is always displayed for that field) or the user requests the menu or list via button or key (if the menu or list is only displayed upon user request).
18.83	For field-level validation: 99.5% of the time, the user receives an indication that the data entered has been accepted or rejected (or receives a warning) within one-half (½) second of completing the entry of data in the field.
18.84	For form-level validation and system (case) level validation: 99.5% of the time, the user receives an indication that the data entered has been accepted or rejected (or receives a warning) within one (1) second of completing the form.
18.85	Maintenance, Troubleshooting, and Upgrades

18.86	ACES screens, menus, and data tables can be modified, updated, and customized by the Contractor for maintenance and enhancement purposes during and after implementation.
18.87	ACES authorization rules (for access control) can be modified, and new rules can be added.
18.88	Online help can be further customized in the future, to incorporate County policies and procedures associated with the overall business process.
18.89	Failure Recovery and Business Continuity
18.90	ACES can create synchronized instances of the system at a recovery data center.
18.91	When a failover component or recovery data center is brought into live production use, the recovered system (including data, audit logs, security credentials, access rules, etc.) will be current as of moment of the proximate failure.
18.92	Technical Documentation Delivered with the System
18.93	Technical documentation is delivered in the form of searchable, printable PDF or Microsoft Word files.
18.94	Technical documentation accurately and fully corresponds to the as-implemented system.
18.95	Documentation covers all user functions and all system-administration functions.
18.96	Documentation includes troubleshooting guides to aid in diagnosing known problems and quirks.
18.97	Database documentation includes the following:
18.98	Entity Relationship Diagram
18.99	Data dictionary, with clear, meaningful descriptions of all data tables, each table's attributes, all primary keys and foreign-key references, any data elements that were implemented in the database but not actually used (i.e., always null or always a constant value), and with an alphabetical index of all non-trivial data elements
18.100	Database views
18.101	Database stored procedures
18.102	User Interface
18.103	ACES has a consistent look and feel.
18.104	All ASCII printable characters (including lower and upper case letters) can be entered and displayed in text fields.
18.105	Data entry screens approximate the layout of paper input documents such as Judicial Council forms, writs, Sheriff's Instructions form, etc.
18.106	Each screen has a unique title or identifier (to assist Help Desk resolve user problems).
18.107	Users can use the Windows clipboard to copy, cut, and paste into and out of text fields.
18.108	Users can choose whether to search, filter, or query with or without case sensitivity.
18.109	ACES provides menus or other means for users to easily and quickly get to the screen corresponding to the business function desired.
18.110	When a data field is not relevant to a particular case, it is not displayed (or is grayed out). For example, garnishment data fields are not applicable for writs of sale.
18.111	Warning and error messages have a consistent look, location, and vocabulary. The information in the messages is sufficient to enable the average user to understand the reason for the problem and recover.

18.112	Users can open multiple browser windows within ACES, utilizing large monitors or dual monitors, to view several screens or attached documents simultaneously.
18.113	ACES provides a means to send broadcast messages (short notes sent to all users, such as "New CMU Directive 99 was issued May 1, 2012") either in a box on the login screen or as a banner on all screens.
18.114	The system remembers the last 10 cases each user accessed, and displays these as "recent documents" (or a similar moniker) so that the user can navigate right back to those cases.
18.115	The system remembers the last 10 searches each user ran, and displays these as "recent searches" (or a similar moniker) so that the user can quickly re-run the queries.
18.116	The system has an undo feature for most actions.
18.117	For actions that cannot be undone, the system prompts the user for a confirmation before performing the action.
18.118	Data Validation
18.119	Data entry and data validation are facilitated by drop-down lists, search features, auto-complete, auto-suggest, type-ahead find, or other mechanisms.
18.120	When a user enters data into a form, ACES validates what was entered prompts the user to correct any irregularities.
18.121	Data validation includes:
18.122	Valid values for each particular data field
18.123	Consistency and completeness across the whole form (screen)
18.124	Consistency across the whole case record
18.125	ACES provides a means for spelling and grammar checking for free-text fields. (If this requirement is to be met through an interface with Microsoft Word, or via clipboard cut-and-paste from Microsoft Word, please describe in the comments column.)
18.126	Online Help
18.127	ACES includes online user help to minimize the need for users to deal with non-intuitive, system-specific codes, commands, navigation paths, abbreviations, terminology, etc.
18.128	ACES provides mouse-over hovers or other means to explain specific fields, buttons, etc. on screens.
18.129	ACES includes online help that does not require internet access to retrieve the help information.
18.130	Saving In-Process Work
18.131	ACES provides a way for a user to save in-process work, log out, then later log in and resume the work saved.
18.132	Any saved in-process work is automatically discarded if the user's login authorization expires or is suspended or terminated.
18.133	Attachments, Scanning, Images and OCR
18.134	The system will allow users to attach scanned documents, digital photos, spreadsheets, and similar files to ACES records.
18.135	Users link an attached file to a specific ACES data record (writ, motor vehicle, proof of service, etc.).
18.136	Attachments contain metadata (property) attributes including:
18.137	Creation date
18.138	Last opened date
18.139	Document type, selected from a list of valid types

18.140	Users can view a list of relevant attachments, and view each attachment for approval or comparison, without exiting the application. (In the comments column, please indicate any viewers or software other than a web browser that will be needed for this.)
18.141	ACES can support OCR features including data capture and auto-indexing. (This requirement indicates that the system should have OCR capabilities, however the implementation of OCR functions is a future project that is not included in this RFP's implementation tasks.)
18.142	ACES will utilize a SharePoint, Global 360 or Windows file structure for storing images.
18.143	The system will drive the scanning function for all files that are to be attached to a case.
18.144	The system will save scanned files to a server environment.
18.145	The system will link and label the scanned files to the current active case the user was working on
18.146	Printing
18.147	Users can print ACES forms, reports, notices, packets, etc. via any Windows-compatible printer or fax in the Windows printers folder on the user's workstation. (Indicate any exceptions or limitations in the comments column.)
18.148	Users can create PDF files as a substitute for printing ACES forms, reports, packets, etc. on paper.
18.149	The system will print proof of service forms, notice of dispositions and other outputs in the format of the Judicial Council forms.
18.150	A user can have ACES redact (black out) certain sensitive data (such as social security numbers and bank account numbers) when printing the following types of documents. (This data is printed on an original notice of levy, but redacted on reprints.)
18.151	Reports or forms generated by ACES
18.152	Scanned-in documents or attached files
18.153	Workflow
18.154	ACES includes a facility to automatically route in-process work through a defined sequence of steps, with different users (or user groups) performing various steps in the process, and with some of the steps conditional (i.e., if such-and-such condition occurs, then go to step "x").
18.155	ACES provides each user (or user group where appropriate) with a queue or in-basket containing in-process work that has been routed to that user (or user group).
18.156	For certain steps in a workflow, ACES uses algorithms to (a) prioritize in-process work and (b) automatically route it to a logged-in user.
18.157	Only authorized users (supervisors) can view queues other than their own.
18.158	When a work item is routed to a user, or a user selects an item in his or her queue or in-basket, ACES displays the appropriate screen and populates it with the appropriate data for the user to perform the needed work step for that item.
18.159	Workflow routing is cognizant of authorization rules, so that work is not routed to a user unless that user is authorized to access the data needed to do the work.
18.160	Workflow routing is cognizant of queue backlogs, so that work is routed to an alternate user when (a) the primary user's queue is full, or (b) the primary user's account has been deactivated or temporarily suspended (such as for a leave of absence) .
18.161	When a user is to go through a series of steps in a single session, ACES provides a wizard (or similar feature) to steer the user from step to step.
18.162	Users can bypass the wizard and do their own navigation.

18.163	ACES tracks history for major milestones and key events in the life of a particular case, service request, etc., and displays this history in an easily readable manner.
18.164	Workflows are not hard coded; they can be changed by County system administrators.
18.165	Work is routed to various users for approval based on key parameters such as dollar amounts, bankruptcy, etc. For example, a basic approval path for disbursements under \$5,000, more approvals needed for disbursements between \$5,000 to \$25,000, etc. The parameters and approval paths can be configured by system administrators.
18.166	System must have a process flow for all edits, deletions, and update. (This would include items such as reason for update, minute order attachment, etc.)
18.167	The system will prompt the user when items need to be sent to court, plaintiff, creditor and/or etc. and prompt the user to enter the date sent.
18.168	The system must have a work queue that shows tasks assigned to that particular user, group, and/or department and has that particular privilege.
18.169	The system must display work available for the logged in user, group, and/or department.
18.170	The system must have the ability to show a manager work queue to show all pending tasks for their group.
18.171	The system will validate necessary actions in the workflow to ensure they are done within their due dates.
18.172	The system will track all service workflows to ensure that status and key data (such as manner of service for each of the items in the process) is captured.
18.173	The system calculates mandatory deadlines and due dates and tracks status based on these. For example, the number of days to appeal an Order Determining a Claim of Exemption is as follows:
18.174	<ul style="list-style-type: none"> • 180 days from the entry of judgment
18.175	<ul style="list-style-type: none"> • 60 days from mailing of Order determining Claim of Exemption
18.176	<ul style="list-style-type: none"> • 60 days from mailing of Notice of Ruling
18.177	<ul style="list-style-type: none"> • 30 days from personal service of Order determining Claim of Exemption/Notice of Ruling
18.178	The system will proceed to the next step in the process following appropriate approval. (After the approval the system will submit a requisition to eCAPS to generate a warrant.)
18.179	Reporting
18.180	In addition to the specific canned reports implemented, users can use common report-writing software such as Crystal, Microsoft Access, etc., to create and run reports. The ACES database includes views to facilitate report creation by sophisticated users.
18.181	Canned and user-created reports contain only data that the user is authorized to use or view.
18.182	ACES contains a reporting repository, data mart, or other mechanism to separate routine report processing from the transaction-processing database. (Give a brief description in the comments column, or indicate where in the proposal this description can be found.)
18.183	ACES includes controlled procedures to regularly: (a) extract data from the transaction-processing database; (b) transform the data into a format and structure optimized for ad-hoc queries, reports, and analysis; (c) load this data into the reporting repository; (d) quality-control the extract-transform-load process. (If this is not relevant, explain in the comments column.)
18.184	Users can export data into the following formats: (a) Excel; (b) PDF; (c) HTML; (d) XML.

18.185	Users can schedule jobs to automatically generate and email reports on a periodic basis (weekly, monthly, quarterly, etc..)
18.186	ACES reports include page numbers (page # of ##).
18.187	ACES reports wrap text to fit within the margins (word wrap).
18.188	ACES reports show time values in 12- or 24-hour format, per user-selected option.
18.189	ACES reports show currency values in \$NNN,NNN.NN format.
18.190	ACES reports show date values in MM/DD/YYYY format.
18.191	Fault Tolerance
18.192	The system continues operating properly in the event of a failure with some of its components.
18.193	The system recovers from errors back to the earliest saved version or state.
18.194	All system errors are logged.

**COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT**

AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

**REQUEST FOR PROPOSALS
RFP# 399-SH**

**APPENDIX B
STATEMENT OF WORK:**

**EXHIBIT B-3
FUNCTIONAL REQUIREMENTS**

Number	Requirement
1.0	1. Key Data Elements
1.1	The system provides a means for capturing, storing, maintaining, using, searching, querying, and displaying the key data elements listed below. In addition, the system incorporates the logical relationships, data validation, default values, change histories, and other data properties and business rules as indicated for the data elements listed below. This data element list uses indentations to show how broad categories of data are broken down (decomposed) into more specific components. Each broad data category is shown at the left margin, then its components are shown indented under it, with further indentations showing even more granular breakdowns. This is an initial attempt to describe the key data that ACES is to include, but it is not a complete statement of all the data elements, data relationships, data formats, and business rules needed for a fully operational system. The Contractor is to develop a more elaborate data model as part of the system design task. The actual database structure is not required to exactly mirror these data elements as long as it provides equivalent functionality.
1.2	Court or Authority.
1.3	Abbreviation or Code.
1.4	Name.
1.5	Type. Valid values: court; police department; public defender's office; State of California agency (such as Franchise Tax Board); government agency other than State of California
1.6	Authority Level. Valid values: limited; unlimited; small claims; probate; divorce; other.
1.7	Address —parsed into standard Address elements.
1.8	Room Number. <u>Show change history.</u>
1.9	Telephone Number.
1.10	Out-of-State Flag. Auto-calculated based on Address (State), may be user-entered if Address has been left blank.
1.11	CMU Office (a particular branch office of the Sheriff's Department Civil Management Unit).
1.12	Abbreviation.
1.13	Name.
1.14	Address —parsed into standard Address elements.
1.15	Telephone Number.
1.16	Employee or User.
1.17	Name —parsed into standard Name elements (Title, First, Middle, Last, Suffix).
1.18	Employee Number.
1.19	Type—a person can be more than one type. Valid values: officer; Sheriff civilian employee; public defender; other
1.20	Sworn Flag.
1.21	Confidential Flag. Indicates that the user is authorized to view confidential cases (Case's Confidential Flag = true).
1.22	Rank/Position.
1.23	Assigned Office. Must be a valid CMU Office. <u>Show change history.</u>
1.24	Email Address.
1.25	Telephone Number.
1.26	User Name (like "jsmith").
1.27	ACES User Group or Role—can have several.
1.28	Deactivation Flag. Indicates that this employee or user is no longer active in ACES-related processes.
1.29	Keeper.
1.30	Name —parsed into standard Name elements (Title, First, Middle, Last, Suffix).

1.31	Employee or Contractor Number.
1.32	Social Security Number.
1.33	Contact Information.
1.34	Address —parsed into standard Address elements. Show change history.
1.35	Telephone Number —can have several.
1.36	Type. Valid values: home; work; mobile.
1.37	Fax.
1.38	Email.
1.39	Description.
1.40	Sex. Valid values: male; female.
1.41	Birth Date.
1.42	Age. Auto-calculated.
1.43	Race.
1.44	Hair.
1.45	Eye Color.
1.46	Weight.
1.47	Height.
1.48	Drivers License or other ID.
1.49	Type.
1.50	Issued-By.
1.51	Number.
1.52	Other.
1.53	Deactivation Flag. Indicates that this person is no longer available as a keeper.
1.54	Real Property Parcel.
1.55	Assessor's Parcel Number.
1.56	Legal Description.
1.57	Other Description.
1.58	Block Map.
1.59	Address —parsed into standard Address elements. Show change history.
1.60	Dwelling Count. Valid values: dwelling for 1 to 4 families; dwelling for more than 4 families; non-dwelling.
1.61	Owner of Record —can have several. Show change history.
1.62	Name —parsed into standard name elements (Title, First, Middle, Last, Suffix).
1.63	Address —parsed into standard Address elements.
1.64	Occupant —can have several. Show change history.
1.65	Lien —can have several.
1.66	Type. Valid values: mortgage or deed of trust; special assessment property tax or Mello-Roos tax lien (judgment creditor is a public entity); assessment lien by a common interest development association (or homeowners association); mechanic's lien; state tax lien; other
1.67	In-Effect Dates.
1.68	Senior-to-Judgment-Creditor Flag. Indicates that when the property is sold, this more senior lien would be paid off before paying the creditor's judgment.
1.69	Lienholder. Must be a Principal Party in a Case to which this Parcel has been associated.
1.70	Lien Amount.
1.71	Received Date (when Sheriff received Lienholder information from creditor).
1.72	Statement that No Liens Currently Exist–Received Date.

1.73	Map (scanned image)—can have several.
1.74	Motor Vehicle. Can apply to a seizure, sale, or inspection.
1.75	VIN.
1.76	License Plate. <u>Show change history.</u>
1.77	State.
1.78	Number.
1.79	Make.
1.80	Model.
1.81	Color.
1.82	Description.
1.83	Legal Owner. <u>Show change history.</u>
1.84	Name.
1.85	Address —parsed into standard Address elements.
1.86	Telephone Number.
1.87	Court Hearing (Planned or Actual).
1.88	Description.
1.89	Reference to a Writ, Service Request, Claim of Exemption, etc.
1.90	Creditor-Will-Appear Flag. Equals true if the creditor will appear at a planned hearing; false if creditor will not appear. Default is null.
1.91	Actual Flag. Indicates that the Court Hearing was actually held on the date and time indicated.
1.92	Date and Time. <u>Show change history.</u>
1.93	Court. Must be a valid Authority. <u>Show change history.</u>
1.94	Department/Division. <u>Show change history.</u>
1.95	Room Number. <u>Show change history.</u>
1.96	Court Order.
1.97	Issue Date.
1.98	Received Date. Must be no earlier than Issue Date.
1.99	Court. Must be a valid Court or Authority.
1.100	Description.
1.101	Verbatim Text. Users will also scan the physical document as an image attachment.
1.102	Reference to a Writ, Claim of Exemption, or Service Request. Must be a valid Writ, Claim of Exemption, or Service Request.
1.103	Stipulation Flag. Indicates that there was a stipulation in the case.
1.104	Appeal-Waived Flag. Indicates that the litigant/creditor was waived by the court.
1.105	Off-Calendar Flag. Indicates that the hearing was taken off calendar.
1.106	Case (a court case from which are issued Writs, Service Requests, etc.; also for minor non-court cases such as fix-it tickets).
1.107	Number. Auto-generated.
1.108	Authority. <u>Show change history.</u> Must be a valid Court or Authority.
1.109	Authority's Case Number. Combination of Authority + Authority's Case Number must be unique. Not used for "unnumbered process" such as notice to pay rent of quit. <u>Show change history.</u>
1.110	Title. Accommodate at least 200 characters.
1.111	Type, Valid values: order to show cause; child support; for contempt; spousal support; child custody; order shortening; injunctive order; for modification; attorney fees; visitation; application for order & supporting declaration; income & expense declaration completed; property declaration; points & authorities; declaration for contempt; confidential counseling statement; temporary restraining order; others to be determined

1.112	Control Office. User entered; default = Intake User's Assigned Office from the first Writ pertaining to the Case. Must be a valid CMU Office. <u>Show change history.</u> The access matrix should indicate that only users who are assigned to this Control Office may: (a) disburse monies; (b) release property; (c) return writs; etc.
1.113	Reason for Reassigning Control Office—separate value for each change in Control Office. Must be entered whenever Control Office is changed.
1.114	Confidential Flag. Indicates that user access to the Case is restricted to users who are authorized to view confidential cases.
1.115	Principal Party—can have several.
1.116	Capacity. Valid values: natural person (individual); corporation; partnership; limited liability company (LLC); limited liability partnership (LLP); unincorporated association; public entity; defunct corporation; minor; conservatee.
1.117	Type (Role)—can have several. Valid values: defendant; attorney; judgment creditor; judgment debtor; employer; premises; plaintiff; financial institution; garnishee; witness; Arrieta claimant; third party; vendor; lienholder; spouse; conservator; conservatee; vessel; parent/guardian; trustee; trustee, bankruptcy; minor; legal owner.
1.118	Attorney Who Represents This Party in This Role. Must be a valid Principal Party in the same Case, with Principal Party Type = attorney. <u>Show change history.</u>
1.119	Deactivation Flag. Indicates that this party acting in this Role should no longer receive notices, etc.
1.120	Contact Information.
1.121	Address—can have several— parsed into standard Address elements. <u>Show change history.</u>
1.122	Type. Valid values: residence; temporary residence; occasional residence; mailing; business; other.
1.123	Service-Address Flag. Indicates that this is the address for serving process to this party.
1.124	Mailing-Address Flag. Indicates that this is the address for mailing notifications to this party.
1.125	Telephone Number—can have several.
1.126	Type. Valid values: home; work; mobile.
1.127	Fax.
1.128	Email.
1.129	Person. Used when Capacity = natural person or minor.
1.130	Social Security Number.
1.131	Name— parsed into standard name elements (Title, First, Middle, Last, Suffix).
1.132	Fictitious Name or Alias—can have several.
1.133	Name.
1.134	Source. Valid values: listed on writ; listed in additional received document.
1.135	Document. Used when Source = listed in additional received document. Must be a valid Additional Received Document for this Case.
1.136	Description.
1.137	Sex. Valid values: male; female.
1.138	Birth Date.
1.139	Age. Auto-calculated.
1.140	Race.
1.141	Hair.
1.142	Eye Color.
1.143	Weight.
1.144	Height.

1.145	Drivers License or other ID.
1.146	Type.
1.147	Issued-By.
1.148	Number.
1.149	Other.
1.150	Title.
1.151	Business. Used when Capacity ≠ natural person, minor, or public entity.
1.152	Name.
1.153	Fictitious Business Name.
1.154	Government Agency. Used when Capacity = public entity.
1.155	Name. Examples: county recorder; department of motor vehicles (DMV); secretary of state; department of housing and community development; federal aviation administration (FAA)
1.156	Fee-Exempt Flag.
1.157	Affidavit of Identity Flag. Indicates an account name that is not the same as the debtor name, so an affidavit of identity or fictitious business name needs to be included in the notification to the employer or bank to show that the wage or account can be legally levied.
1.158	Bankruptcy—can have several.
1.159	Type. Valid values: chapter 7 (liquidation) ; chapter 7 (involuntary); chapter 9 (municipal); chapter 11 (reorganization); chapter 11 (involuntary); chapter 12 (farmer); chapter 13 (wage earner); chapter 15 (foreign); removal/remand; dischargeability order.
1.160	Notice.
1.161	Received Date/Time.
1.162	Receiving Employee. Must be a valid Employee.
1.163	Manner. Valid values: verbal; written.
1.164	Verification.
1.165	PACER Date/Time.
1.166	VISCIS Date/Time.
1.167	Verifying Employee. Must be a valid Employee.
1.168	Filing Date.
1.169	Discharge, Dismissal, or Closing Date.
1.170	Lift-Order Received Date.
1.171	Deactivation Flag. Indicates that this party should no longer receive notices, etc.).
1.172	Pauperis Flag. Indicates that plaintiff is not charged fees for sheriff's services.
1.173	Writ—can have several.
1.174	Judgment Entry Date.
1.175	Judgment Expiration Date. Auto-calculated—usually 10 years from judgment-entry date.
1.176	Renewal of Judgment—can have several.
1.177	Renewal of Judgment Date—can have several.
1.178	Issue Date.
1.179	Received Date.
1.180	Levy Date.
1.181	Last Day for Service Date. Auto-calculated.
1.182	Tentative Return Date.
1.183	Accounting Date. The day when an accounting is sent to the court.
1.184	Writ Expiration Date. Auto-calculated—usually 6 months after Issue Date.

1.185	Writ Review Date. Auto-calculated—if Type = execution/sale or warrant for collection, then 180 days after Issue Date; if Type = attachment, then 60 days after Receipt Date; if Type = claim & delivery, then Issue Date + 60 days or Levy Date + 30 days, whichever is earlier; if Type = assistance, then 90 days after Issue Date.
1.186	Levy Lien Expiration Date. Auto-calculated—if Type = attachment or claim & delivery, then Levy Date + 3 years; if Type = execution or warrant for collection or sale, then Levy Date + 2 years; If Type = execution, then 10 years from application for extension filing date (certified copy of the application for renewal must be received prior to judgment expiration date); If Type = writ of attachment, then 1 year per extension but not more than 8 years after issuance of the writ. Show change history.
1.187	Intake Office. Must be a valid CMU Office. Auto-generated based on Intake User's Assigned Office.
1.188	Name of Judge/Commissioner (who signed the order)
1.189	Description. Accommodate at least 200 characters.
1.190	Levy Method. Valid values: garnishment; seizure; eviction; lien; recording; property in custody of sheriff.
1.191	Type. Valid values: attachment after hearing (AT-135) (prejudgment court order issued with notice to the defendant);
1.192	attachment ex parte (AT-135) (prejudgment court order issued without notice to the defendant);
1.193	execution (money judgment) (EJ-130) (post-judgment court order to collect money);
1.194	execution possession of personal property (EJ-130) (post-judgment court order to give possession of personal property to creditor);
1.195	execution possession of real property (EJ-130) (post-judgment court order to restore possession of real property to creditor (eviction);
1.196	possession (claim & delivery) after hearing (CD-130) (prejudgment court order to seize specific personal property issued with notice to the defendant);
1.197	possession (claim & delivery) ex parte (CD-130) (prejudgment court order to seize specific personal property without notice to the defendant);
1.198	sale of personal property (EJ-130) (post-judgment court order to sell specific property);
1.199	sale of real property (EJ-130) (post-judgment court order to sell specific property);
1.200	warrant for collection (state agency order to collect money);
1.201	writ of assistance (post-judgment court order to give possession of real property to government agency creditor (eminent domain);
1.202	execution (money judgment) + sale of personal property (EJ-130);
1.203	execution (money judgment) + possession of personal property (EJ-130);
1.204	execution (money judgment) + possession of real property (EJ-130)
1.205	Ex-Parte Flag.
1.206	Post-Hearing Flag.
1.207	Cause of Action.
1.208	Sister-State Flag.
1.209	Joint Debtor.
1.210	Identity. Must be a valid Principal Party in this Case.
1.211	Date.
1.212	Additional Cost—itemized (can have several).
1.213	Debtor—can have several. Must be a valid Principal Party in this Case, with Type = judgment debtor.
1.214	Judgment Amount for this Debtor.
1.215	Amount to Satisfy.
1.216	Judgment Amount.
1.217	Projected Costs and Fees—itemized (can have several).

1.218	Writ-Issuance Fee.
1.219	Credits.
1.220	Interest or Penalty Charges—can have several.
1.221	Type. Valid values: interest; penalty.
1.222	Description.
1.223	Period Length. Valid values: daily; monthly; one-time.
1.224	Per-Period Rate.
1.225	Per-Period Dollar Amount.
1.226	Effective Date.
1.227	Actually Incurred—can have several.
1.228	Date.
1.229	Amount.
1.230	Projected Fees—itemized (can have several). Auto-calculated.
1.231	Total Amount to Satisfy. Sum of Total Judgment Amounts, Costs, Interest, and Fees. Auto-calculated. <u>Show change history.</u>
1.232	Sheriff's Instructions or Directions.
1.233	Received Date.
1.234	Requestor. Must be a valid Principal Party with Type = plaintiff or attorney (if attorney, must be plaintiff's attorney).
1.235	Levy Flag. Indicates that the document contains a statement instructing the levying officer to levy.
1.236	Sell Flag. Indicates that the document contains a statement instructing the levying officer to sell.
1.237	Real Property Flag. Indicates that property is a real estate parcel.
1.238	Short-Leasehold Flag. Indicates that the document contains a statement that the property is a leasehold estate with an unexpired term of less than 2 years at time of levy.
1.239	No-Dwelling Flag. Indicates that the document contains a statement that the property does not contain a dwelling.
1.240	Defendant. Must be a valid Principal Party with Type = defendant.
1.241	Served Flag. Indicates whether the summons and complaint has been served 488.020(c).
1.242	Appeared Flag. Indicates whether defendant appeared in the action.
1.243	Defendant Owner Flag. Used for levies on real property. Indicates whether the defendant is the property's owner of record.
1.244	Appeal Period End Date. Auto-calculated based on Court Authority Level, Amount to Satisfy, and Notice Date (or lack thereof).
1.245	Bankruptcy Override Flag. Indicates that an eviction or other action can proceed even if bankruptcy is filed.
1.246	Real Property—can have several. Used when Type = sale of real property.
1.247	Parcel. Must be a valid Real Property Parcel.
1.248	Type. Valid values: real property; leasehold estate interest with unexpired term less than 2 years; leasehold estate interest with unexpired term more than 2 years; leasehold estate interest with unknown unexpired term (at time of levy)
1.249	Dwelling Flag. Indicates that this parcel is used as a dwelling.
1.250	Lease Expiration Date. Used when Parcel Type = leasehold estate interest
1.251	Lease Term at Time of Levy. Auto-calculated.
1.252	Stay—can have several.
1.253	Receiving.
1.254	Office. Must be a valid CMU Office.
1.255	Employee. Must be a valid Employee.

1.256	Date/Time.
1.257	Type. Valid values: stay on process; stay on collection; stay on POC disbursements.
1.258	Applies-To—can have several. Valid values: receipt collected monies; disburse collected monies; initiate a new service request; enforce an existing service request.
1.259	Referenced Service Request. Used when Type = enforce an existing service request.
1.260	Status. Valid values: stay per court order; stay pending expiration of appeal period; no stay; no stay with EWO exemption granted
1.261	Reason.
1.262	Court Order. Must be a valid Court Order.
1.263	Issue Date.
1.264	Stipulation Flag. Indicates that the court has ordered a stipulation.
1.265	Appeal-Waived Flag.
1.266	Notice-Waived Flag.
1.267	Off-Calendar Flag. Indicates that the hearing was taken off calendar.
1.268	Notices.
1.269	Recipient. Must be a valid Principal Party in the Case.
1.270	Type. Valid values: plaintiff or creditor; defendant or debtor.
1.271	Mailed Date.
1.272	Number of Days to Appeal. Mike to add business rules by which system will calculate.
1.273	Stay Period.
1.274	Number of Days to Stay.
1.275	Beginning Date.
1.276	Ending Date.
1.277	EWO Effect. Valid values: modify EWO; terminate EWO; not applicable. Used when Levy Method = garnishment and Referenced Service Request Type = EWO.
1.278	Void.
1.279	Date.
1.280	Comments. Must not be null if the Stay was voided.
1.281	Lift or Annul.
1.282	Source. Valid values: court order lifting stay; court order annulling stay; notice of dismissal or closure; exception to automatic stay (11 USC 362(b)), writ of mandate (715.050 CCP), other court order; other.
1.283	Court Order. Must be a valid Court Order.
1.284	Description.
1.285	Short. The shorter description is for the case summary screen or report.
1.286	Long.
1.287	Receiving.
1.288	Office. Must be a valid CMU Office.
1.289	Employee. Must be a valid Employee.
1.290	Manner. Valid values: in person; mail; electronic.
1.291	Date/Time.
1.292	Effective Date.
1.293	Void. Used when the Lift is voided (there is another data element to use when the Stay itself is voided).
1.294	Date.
1.295	Comments. Must not be null if the Stay was voided.

1.296	Release.
1.297	Portion. Valid values: partial release; total release; not applicable.
1.298	Date.
1.299	Reason.
1.300	Extension.
1.301	Date.
1.302	Extended-to Date.
1.303	Actual Return Date (when the writ is returned to the court after either executed or expired).
1.304	Fund Balances. Auto-calculated. <u>Show change history.</u>
1.305	General Trust (Received Funds minus Outgoing Funds for disbursements to plaintiff/creditor or defendant/debtor). Auto-calculated.
1.306	Collection Trust.
1.307	Exemption Trust (received funds minus outgoing funds for disbursements to plaintiff/creditor or defendant/debtor).
1.308	Third-Party Trust (received funds minus outgoing funds for payments top third parties).
1.309	Documentary Transfer Tax Trust.
1.310	Fees (fee charges minus fee payments).
1.311	Claim of Exemption—can have several.
1.312	Receiving Office. Must be a valid CMU Office.
1.313	Receiving Employee. Must be a valid Employee.
1.314	Issue Date.
1.315	Receipt Date. “Pursuant to court order (1005 CCP).”
1.316	Claiming Party. Must be a valid Principal Party in this Case, with Capacity = natural person, and Type = spouse or defendant.
1.317	Property Description. (Some descriptions are lengthy, and would be attached scanned documents.)
1.318	Property Reference. Must be a valid item of Real Property, Motor Vehicle, Personal Property, Bank Garnishment), EWO (non-support), or estate of a decedent—associated with this Case.
1.319	Exemption Amount.
1.320	Is-Willing-To-Pay Amount. Used if Service Request Type = EWO. Indicates the amount the debtor is willing to pay as specified in a Claim of Exemption for an Earning Withholding Order.
1.321	Pay Period. As shown in the claim of exemption.
1.322	Signature Flag. Indicates that paperwork was signed and dated by debtor or spouse.
1.323	Family-Support Flag. Indicates that this claim is made to support debtor’s family. Cannot = true if Financial Statement has not been received.
1.324	Financial Statement. This is an attached scanned document.
1.325	Received Date.
1.326	Third-Party Claim of Exemption—can have several.
1.327	Receiving Office. Must be a valid CMU Office.
1.328	Receiving Employee. Must be a valid Employee.
1.329	Issue Date.
1.330	Receipt Date.
1.331	Claiming Party. Must be a valid Principal Party in this Case.
1.332	Type. Valid values: claim for ownership; claim for security interest; claim as a lienholder.

1.333	Property Description. (Some descriptions are lengthy, and would be attached scanned documents.)
1.334	Property Reference. Must be a valid item of Real Property, Motor Vehicle, Personal Property, Bank Garnishment), EWO (non-support), or estate of a decedent—associated with this Case.
1.335	Description of Claimant's Interest in the Property.
1.336	Property's Estimated Market Value. Used if claim is based on security interest.
1.337	Exemption Amount.
1.338	Pay Period. As shown in the claim of exemption.
1.339	Signature Flag. Indicates that paperwork was signed and dated by debtor or spouse. (CMU is supposed to receive an original and two copies of the claim.)
1.340	Executed-Under-Oath Flag.
1.341	Undertaking—can have several. This is a deposit to be paid in the event that the property is sold before the claim is settled, and the claim is later sustained.
1.342	Type. Valid values: creditor; third party; debtor.
1.343	Date.
1.344	Amount. Must be the lesser of \$10,000 or the execution amount.
1.345	Service-to-Third-Party Date. Auto-generated from proof of service.
1.346	Hearing Objecting to the Undertaking. Must be a valid Court Hearing.
1.347	Notice-of-Hearing Received Date.
1.348	Court Order Indicating Undertaking is Inadequate. Must be a valid Court Order.
1.349	Not-Required Flag. Indicates that undertaking is not required by the government agency.
1.350	Sent-to-Court Date. Indicates date that Sheriff sends the third-party claim and undertaking to the court.
1.351	Determination Hearing. Must be a valid Court Hearing.
1.352	Notice-of-Hearing Received Date.
1.353	Disposition. Valid values: release to debtor - failure of creditor to post undertaking; release to debtor – 3rd party posted undertaking; proceed to sale; release to debtor – creditor's instructions ; stay – per court order; stay – pending justification of sureties; release to debtor – creditor's undertaking determined inadequate; proceed to sale – 3rd parties undertaking determined adequate.
1.354	Received Date.
1.355	Receiving Employee.
1.356	Third-Party-Release Date. Indicates that property was released to third party because debtor did not obtain custody of property within 10 days after release.
1.357	Statement of Invalidity.
1.358	Received Date.
1.359	Creditor's Demand.
1.360	Secured Party.
1.361	Name —parsed into standard name elements.
1.362	Address —parsed into standard address elements.
1.363	Creditor.
1.364	Name —parsed into standard name elements.
1.365	Address —parsed into standard address elements.
1.366	Property Description.
1.367	Levy Date.
1.368	Demand-for-Payment-Within-30-Days Flag.

1.369	Statement of Waiver of Priority.
1.370	Property Release—can have several.
1.371	Type. Valid values: release to debtor – court order (3rd party claim granted); release to debtor – failure to post creditor's undertaking; release to debtor – 3rd party's undertaking posted; release to 3rd party – unavailability of debtor.
1.372	Property. Must be a valid property item (real property, personal property, motor vehicle, bank account, etc.) in the Case.
1.373	Description.
1.374	Partial Flag. Indicates that the property is being partially released.
1.375	Reason. Valid values: insufficient bids (below minimum bid); judgment and cost paid; creditor's release; failure to file application for order of sale; court order; order determining claim of exemption; minute order; failure to file opposition; failure to pay fees; other.
1.376	Amount.
1.377	Reference. Must be a valid Service Request, Claim of Exemption, etc. in the Case.
1.378	Order Determining Claim of Exemption. Must be a valid Court Order.
1.379	Served Date.
1.380	Order Granting Third-Party Claim. Must be a valid Court Order.
1.381	Served Date.
1.382	Creditor's Instructions to Release.
1.383	Receipt Date.
1.384	Authorization. Must be a valid Court Hearing or Court Order pertaining to the Case.
1.385	Date.
1.386	Protective Order—can have several. Includes temporary restraining orders (TROs).
1.387	Type. Valid values: move out; in custody; in court.
1.388	Protected Party—can have several. Must be a valid Principal Party in the case.
1.389	Restrained Person. Must be a valid Principal Party in the case, with Type = natural person or minor.
1.390	File Control Number (FCN). Indicates the record location in CARPOS/JDIC/SharePoint.
1.391	Issue Date.
1.392	Last Day for Service Date.
1.393	Period.
1.394	Beginning Date.
1.395	Expiration Date.
1.396	Service Flag. Indicates service or no-service.
1.397	Comments—can have several.
1.398	Arrieta Claim—can have several (third-party's assertion of a right to possession, not subject to eviction, when not named on writ of possession).
1.399	Received Date and Time.
1.400	Receiving Office. Must be a valid CMU Office.
1.401	Received by. Must be a valid Employee.
1.402	Claimant. Must be a valid Principal Party in this Case, with Type = Arrieta claimant.
1.403	Sent-to-Court Date.
1.404	Court Hearing. Must be a valid Court Hearing.
1.405	Court Order (after Arrieta claim has been processed). Must be a valid Court Order.
1.406	Eviction-Ordered Flag.
1.407	Evict-by Date.

1.408	Comments.
1.409	Void Date and Time.
1.410	Miscellaneous Notes—can have several.
1.411	Date.
1.412	Author.
1.413	Text.
1.414	Received Document. Electronic document file, photo, or scanned image of paper document, to be attached to a particular Service Request, Court Hearing, Claim of Exemption, etc.
1.415	Relevant Case, Writ, Service Request, Stay, etc. Must be a valid Case, Writ, Service Request, Claim of Exemption, etc.
1.416	Type. Valid values: sheriff's instructions or directions; affidavit in support of writ; court order; order of appearance; declaration in re failure to attend; order for sale hearing; spousal affidavit; fictitious business name statement; notice of attachment; order for issuance of writ; temporary protective order; order directing transfer; undertaking; probable cause order; others to be determined.
1.417	Issue Date.
1.418	Received Date.
1.419	Rejected Flag.
1.420	Notice Date. Entered when Sheriff has been shown proof that creditor or court mailed notice to debtor.
1.421	Forwarded-to-Court Date. Used when Type = declaration in re failure to attend order for sale hearing.
1.422	Memo. Accommodate at least 200 characters.
1.423	Service Request.
1.424	Number. Auto-generated.
1.425	Writ. If applicable. Must be a valid Writ. A Writ can spawn several Service Requests.
1.426	Protective Order. If applicable. Must be a valid Protective Order. A Protective Order can spawn several Service Requests.
1.427	Case. A Case can have several Service Requests. If the Service Request is spawned from a Writ or Protective Order, then the Case is automatically derived from those.
1.428	Void Flag. Indicates that the Service Request was voided.
1.429	Void Reason. Used when Void Flag = true.
1.430	Process Type. Valid values: enforcement; non-enforcement; TRO; arrest warrant.
1.431	Service Request Type. <u>If Writ Levy Method =Then valid values are:</u>
1.432	garnishment.....bank; earnings withholding order (EWO)
1.433	seizure.keeper; vehicle; vessel; mobilehome; airplane; tap-till; other
1.434	eviction.unlawful detainer; writ of assistance
1.435	lien.secretary of state; dept motor vehicles; dept housing and development
1.436	recording.real property; leasehold estate; growing crops, minerals, etc.
1.437	property in custody of sheriff.property in sheriff's custody.
1.438	other or not applicable.....notice to pay rent or quit; notice to quit; fix-it ticket; subpoena
1.439	Fee-Exemption (Fee Waiver) Flag. True if Case Forma Pauperis Flag is True. (User based privilege)
1.440	Memo. Accommodate at least 200 characters.
1.441	Service Address— parsed into standard Address elements.
1.442	Disposition Service Address— parsed into standard Address elements.

1.443	Notice Type. Valid values: public place posting; service to debtor; service to occupant; service to lienholder; service to creditor; service to person requesting notice per writ; person requesting notice per verbal/written request; notice to creditor's attorney; notice to debtor's attorney; order to show cause dwelling for issuance of order for sale of a dwelling; order for sale of a dwelling; second chance hearing; notice to vacate; notice of final lockout
1.444	Location.
1.445	Manner of Service. Valid values: personal; substitution small claims; substitution summons; posting 5 day notice; posting sale personal property; posting sale real property; posting tenant notice; posting personal property levy; posting real property levy; recording realm property; mailing us mail; mailing certified mail; posting summons unlawful detainer; left with 416.46 CCP (please refer to the CCP 416.46 for more details); publish sale real property; lien mailed to secretary of state or DMV; mail criminal subpoena; email; fax.
1.446	Creditor Notification of Keeper/Seizure or Arrest.
1.447	Hearing for Process. Must be a valid Court Hearing.
1.448	Last-Day-to-Serve Date. Auto-calculated.
1.449	Nighttime-Service-OK Flag.
1.450	Promise-to-Appear-OK Flag.
1.451	Responsible Employee—can have several. Must be a valid Employee.
1.452	Role. Valid values: field service; levy supervisor; othes to be determined.
1.453	Third-Party Notification Request—can have several.
1.454	Recipient. Must be a valid Principal Party in this Case, with Type = third party.
1.455	Received Date. Indicates the date the request was received.
1.456	Additional Notification—can have several.
1.457	Recipient. Must be a valid Principal Party in this Case.
1.458	Type. Valid values: public place posting; service to debtor; service to occupant; service to lienholder; service to creditor; service to person requesting notice per writ; person requesting notice per verbal/written request; notice to creditor's attorney; notice to debtor's attorney; order to show cause dwelling for issuance of order for sale of a dwelling; order for sale of a dwelling; second chance hearing; notice to vacate; notice of final lockout
1.459	Manner of Service. Valid values: personal; substitution small claims; substitution summons; posting 5 day notice; posting sale personal property; posting sale real property; posting tenant notice; posting personal property levy; posting real property levy; recording realm property; mailing us mail; mailing certified mail; posting summons unlawful detainer; left with 416.46 CCP (please refer to the CCP 416.46 for more details); publish sale real property; lien mailed to secretary of state or DMV; mail criminal subpoena; email; fax.
1.460	Date.
1.461	Received Information—can have several.
1.462	Received Date.
1.463	Sender. Must be a valid Principal Party in the Case.
1.464	Type. Valid values: sale instructions; lienholder instructions; others to be determined.
1.465	Disposition. Valid values:
1.466	served (s)-- service request was successfully completed (served,) e.g., garnishment was served or keeper was installed.
1.467	not found (x)--service request was not completed because the person or property could not be found at the given address.
1.468	cancelled (z)-- the service request was cancelled.
1.469	no service (y)-- the service request was not completed and a fee was not earned, e.g., unable to make diligent attempts to service before the last day to serve.
1.470	investigation (i)-- the service request was attempted and investigated but disposed of.

1.471	arrest (a)-- the arrestee was arrested and not released on a promise to appear. Only available for civil warrants.
1.472	cite (c)-- the arrestee was arrested and released on a promise to appear. Only available for civil warrants.
1.473	surrender (g)-- the arrestee surrendered (gave up) prior to being arrested. Only available for civil warrants.
1.474	Reason. Used only when Disposition Result = x, y, or z.
1.475	Final-Disposition Flag.
1.476	Comments.
1.477	Service Attempt.
1.478	Service Request. Must be a valid Service Request.
1.479	Served Party. Must be a valid Principal Party for the Service Request's Case.
1.480	Individual Served on Behalf of Served Party.
1.481	Principal Party Reference. Used when the individual is a Principal Party for this Case; Type must be Natural Person.
1.482	Name. Used when the individual is not an identified Principal Party for this Case.
1.483	Title or Relationship to Served Party.
1.484	Date and Time.
1.485	Address —parsed into standard Address elements.
1.486	Person-is-in-Military Flag.
1.487	Named Occupant per 415.416 CCP.
1.488	Process Server.
1.489	Planned Non-Employee Flag. Indicates whether a private process server is planned for this service.
1.490	Type. Valid values: employee, creditor, other.
1.491	Employee. Used when a notification or process document is served or posted by an Employee. Must be a valid Employee.
1.492	Non-Employee. Used when a process document is served by a non-Employee.
1.493	Name —parsed into standard name elements.
1.494	Address —parsed into standard address elements.
1.495	Telephone.
1.496	Signature Flag. Indicates that signature is on file or scanned as attachment.
1.497	Returned Flag. Indicates whether private process server returned the documents.
1.498	Successful Flag.
1.499	Need-for-Proof-of-Service Flag. True if proof of service must be notarized or certified by County Clerk.
1.500	Proof of Service. Captured from paper service ticket.
1.501	Served Person.
1.502	Name.
1.503	Address.
1.504	Type. Valid values: defendant; third party; occupant (700.015 CCP)
1.505	Service Date.
1.506	Manner of Service. Valid values: personal; mail; leaving with agent; posting. If Served Person Type = debtor or third party, then Manner of Service must be personal or mail.
1.507	Serving Person's Name. This can be a Sheriff employee or a registered process server.
1.508	Notarized-Required Flag. True if proof of service must be notarized or certified by County Clerk.
1.509	Attorney Notification.

1.510	Requirement Flag.
1.511	Confirmation.
1.512	Criminal Summons Flag. Indicates whether original summons was shown to defendant at time of service.
1.513	Comment.
1.514	Notarization.
1.515	Service Request. Must be a valid Service Request.
1.516	Document Description.
1.517	Scanned image. Attached file such as JPG, PDF, etc.
1.518	Notary Date.
1.519	Notary Name.
1.520	Paying Employee. Must be a valid Employee.
1.521	Payment or Charge Reference. Expense Reimbursement Claim or Outgoing Funds transaction.
1.522	Fee Amount. Automatically copied from Expense Reimbursement Claim or Outgoing Funds transaction.
1.523	Bench Warrant or Arrest.
1.524	Subpoena. .
1.525	Service Request. Must be a valid Service Request, with Type = subpoena.
1.526	Type. Valid values: subpoena duces tecum; subpoena
1.527	Declaration-in-Support Flag.
1.528	Attorney Whose Office Is Creating the Subpoena. Must be a valid Principal Party for this Case.
1.529	Special Instructions from the Attorney.
1.530	Court Hearing. Must be a valid Court Hearing, planned for a future date.
1.531	Party to be Served (Witness). Must be a valid Principal Party.
1.532	Service Attempt History. Derived from Service Attempt data.
1.533	Five-Day Flag. Indicates that date of service was at least 5 days before date of hearing. Auto-calculated.
1.534	Witness Telephone Call
1.535	Date and Time.
1.536	Witness-Provided Drivers License or DMV ID Number.
1.537	Employee Receiving Call. Must be a valid Employee or User.
1.538	Witness Fee.
1.539	Mileage/Expense Reimbursement.
1.540	Eviction. Used when Service Request Type = unlawful detainer; writ of assistance..
1.541	Service Request. Must be a valid Service Request with Type = unlawful detainer; writ of assistance
1.542	Parcel—can have several. Must be a valid Real Property Parcel.
1.543	Address. Snapshot from Parcel, at the time that Service Request is active.
1.544	Cause of Action.
1.545	Out-by-Date. Auto-calculated.
1.546	No-Lockout-Prior-to-Date.
1.547	Claim-of-Objection Hearing Date.
1.548	CCP 415.46 Flag. Indicates summons and complaint were served per CCP 415.46.
1.549	Last-Day-of-Possession Date.
1.550	Planned Eviction. <u>Show change history.</u>
1.551	Agent (person who will take possession of property from sheriff and represent litigant).

1.552	Name (Title, First, Middle, Last, Suffix).
1.553	Telephone Number.
1.554	Computed Eviction Date. Auto-computed.
1.555	Scheduled Eviction Date and Time. Must be ≥ Out-by Date.
1.556	Enforcement Letter Flag. Indicates whether notice has been printed and mailed to creditor so creditor or agent can be present at eviction.
1.557	Actual Eviction.
1.558	Date and Time.
1.559	Employee. Must be a valid Employee.
1.560	Flag indicating real property had already been vacated.
1.561	Comments (regarding phone conversations to creditor about eviction).
1.562	Keeper Installation.
1.563	Service Request. Must be a valid Service Request, with Type = keeper.
1.564	Hours of Operation.
1.565	Keeper—can have several. Must be a valid Keeper. <u>Show change history.</u>
1.566	Installation Date Range (start and end dates).
1.567	Type —valid values: primary; relief.
1.568	Shift Times.
1.569	Local Police Department.
1.570	Name.
1.571	Address —parsed into standard Address fields.
1.572	Telephone.
1.573	Daily Keeper Fee.
1.574	Daily Levy Fee.
1.575	Daily Record—can have several.
1.576	Date.
1.577	In Time.
1.578	Out Time.
1.579	Cash Intake Amount.
1.580	Cash Outgo Amount.
1.581	Money-on-Hand Amount. (Change left at business)
1.582	Check Intake Amount.
1.583	Inventory (paper document listing items in the store on a particular day).
1.584	Mailed-Out Date.
1.585	Received Date.
1.586	Fee Request Amount.
1.587	Expense Reimbursement Request—itemized (can have several).
1.588	Description.
1.589	Amount.
1.590	Wage Garnishment. Used when Service Request Type = EWO.
1.591	Service Request. Must be a valid Service Request, with Type = EWO.
1.592	EWO Application.
1.593	Date.
1.594	Box Flag indicating that box 6a, 6b(1), or 6b(2) have been checked.
1.595	Party to be Served (Employer). Must be a valid Principal Party with Type = employer.
1.596	Service Attempt History. Derived from Service Attempt data.

1.597	Employer-Return-Received Date.
1.598	Notification History—can have several. Derived from Additional Notification. Notification should be sent to Creditor.
1.599	EWO Amount.
1.600	Special-Instructions Amount.
1.601	Child-Support Flag.
1.602	Spousal-Support Flag.
1.603	Spousal-Order Flag. (Indicates receipt of court order to levy on wages of spouse.)
1.604	Employer-Return-Received Date.
1.605	Plaintiff-Copy-Sent Date.
1.606	Bank Garnishment. Used when Service Request Type = bank garnishment.
1.607	Service Request. Must be a valid Service Request, with Type = bank.
1.608	Preferred Levy Date.
1.609	Party to be Served (Bank). Must be a valid Principal Party with Type = financial institution or garnishee.
1.610	Account Number.
1.611	Type. Valid values: deposit account; direct deposit public benefits/social security account; others to be determined.
1.612	Property Description (narrative). (This field needs to be sized appropriately, MAPAS is currently too small)
1.613	Safe Deposit Box Flag.
1.614	Spousal Affidavit Flag (indicates that some of the funds in the bank account may belong to the spouse and thus may not be taken unless a spousal affidavit is received; the affidavit scanned image would be an Additional Received Document).
1.615	Notification Documents.
1.616	To-Bank.
1.617	Date.
1.618	Method of Service.
1.619	To-Debtor.
1.620	Date.
1.621	Method of Service.
1.622	To-Creditor.
1.623	Date.
1.624	Method of Service.
1.625	Third-Party Court Order.
1.626	Name.
1.627	Address —parsed into standard Address fields.
1.628	Preferred Levy Date.
1.629	Vessel, Aircraft, or Personal Property—can have several. Can apply to a seizure or sale—used when Writ Type = sale of personal property; execution possession of personal property; possession (claim & delivery) after hearing; possession (claim & delivery) ex parte; execution (money judgment) + sale of personal property; execution (money judgment) + possession of personal property.
1.630	Service Request. Must be a valid Service Request with Writ Type = sale of personal property; execution possession of personal property; possession (claim & delivery) after hearing; possession (claim & delivery) ex parte; execution (money judgment) + sale of personal property; execution (money judgment) + possession of personal property.
1.631	Property Description.
1.632	Identifying Numbers—can have several.

1.633	Type. Valid values: boat number; tail number; serial number; model number; others to be determined.
1.634	Number. May include letters and other keyboard characters.
1.635	Taken-From Address.
1.636	Stored-At Address.
1.637	Motor Vehicle Seizure.
1.638	Service Request. Must be a valid Service Request with Type = vehicle.
1.639	Motor Vehicle. Must be a valid Motor Vehicle.
1.640	Taken-From Address —parsed into standard address elements.
1.641	Stored-At Address —parsed into standard address elements.
1.642	Towing.
1.643	Towing Service.
1.644	Name.
1.645	Address.
1.646	Telephone Number.
1.647	Date and Time.
1.648	Miles.
1.649	Fee.
1.650	Garage Storage.
1.651	Garage.
1.652	Name.
1.653	Address —parsed into standard Address elements.
1.654	Telephone Number.
1.655	Dollars per Day.
1.656	Days.
1.657	Last Day for Storage Date (based on towing and daily storage costs). Auto-calculated.
1.658	Stolen Vehicle System (SVS) Entry—can have several. (State of Calif. Dept. of Motor Vehicles system.)
1.659	Status. Indicates what happened—vehicle was seized, vehicle was sold, vehicle was released, etc.
1.660	Date and Time.
1.661	User Making the Entry. Must be a valid Employee.
1.662	Vehicle Inspection.
1.663	Service Request. Must be a valid Service Request with Type = fix-it ticket.
1.664	Motor Vehicle. Must be a valid Motor Vehicle.
1.665	Inspection Date.
1.666	Citation Number—can have several.
1.667	Inspection Result.
1.668	Certificate of Correction Printed Flag.
1.669	Void Flag.
1.670	Void Reason.
1.671	Property Sale. Can apply to vehicle, aircraft, vessel, personal property, or real property.
1.672	Service Request. Must be a valid Service Request with Writ Type = sale of personal property; execution (money judgment) + sale of personal property; sale of real property
1.673	Property.
1.674	Real Property.
1.675	Parcel—can have several. Must be a valid Real Property Parcel.

1.676	Address. Snapshot from Parcel, at the time that Service Request is active.
1.677	Daily-Rental Value.
1.678	Comments.
1.679	Real Property Limitations. Used when Writ Type = sale of real property; execution (money judgment) + sale of personal property.
1.680	Dwelling-Is-Exempt Flag. Indicates that the court has or has not determined that the dwelling is exempt; this affects the minimum bid and the distribution of proceeds.
1.681	Judgment Type. Valid values: foreclosure; partition the interest of persons in real property.
1.682	Personal Property.
1.683	Description.
1.684	Motor Vehicle. Must be a valid Motor Vehicle.
1.685	Sale Date and Time. (Time should be between 9 am and 5 pm.) Show change history.
1.686	Planned-vs.-Actual Flag.
1.687	Place.
1.688	Postponement—can have several.
1.689	Oral Request Received Date and Time.
1.690	Written Request Received Date and Time.
1.691	Requestor. Must be a Principal Party in this Case.
1.692	Announcing Employee. Must be a valid Employee.
1.693	Rescheduled Sale Date and Time.
1.694	Levying Officer's Oral Notice.
1.695	Interest Sold.
1.696	Fair Market Value.
1.697	Exemption Amount (also homestead exemption amount for real estate—to obtain the benefits of a declared homestead, the owner must execute a "Homestead Declaration" that complies with the law. It must be properly signed, notarized, and recorded in the appropriate county recorder's office.)
1.698	Estimated Costs at Time of Closing—itemized (can have several).
1.699	Minimum Bid Amount. Must be the higher of (a) 90% of the Fair Market Value, or (b) the sum of Current and Estimated Costs plus the Exemption Amount.
1.700	Admonition to Prospective Buyers.
1.701	Conducted-by Employee. Must be a valid Employee.
1.702	Bid—can have several.
1.703	Bidder.
1.704	Name —parsed into standard Name elements.
1.705	Address —parsed into standard Address elements.
1.706	Amount.
1.707	Creditor Flag. Indicates that bidder is the creditor in the Writ.
1.708	Creditor Name (If not captured in principal parties)
1.709	Winner Flag. Indicates that bidder is the purchaser.
1.710	Insufficient-Bids Flag.
1.711	Release to Debtor.
1.712	Date.
1.713	Reason. Valid values: insufficient bids (below minimum bid); judgment and cost paid; creditor's release; fail to file application for order of sale; court order; other.
1.714	Buyer. Must be a valid Bidder.

1.715	Sale Amount.
1.716	Deposits—can have several.
1.717	Date and Time.
1.718	Amount.
1.719	Interest. Auto-calculated.
1.720	Balance. Auto-calculated.
1.721	Wooden-Money Flag.
1.722	Credit Bid Flag.
1.723	Cost—can have several. Derived from Outgoing Funds items.
1.724	Total of Sales Costs. Auto-calculated.
1.725	Proceeds Distribution—can have several. Derived from Outgoing Funds items.
1.726	Lien. Must be a valid Lien for this parcel.
1.727	Total of Sales Proceeds. Auto-calculated.
1.728	Deed or Title Document.
1.729	Issued-to-Seller Date.
1.730	Publication.
1.731	Service Request. Must be a valid Service Request.
1.732	Newspaper Name.
1.733	News Service Provider or Publisher.
1.734	Name.
1.735	Address— parsed into standard Address elements.
1.736	Date.
1.737	Publisher's Reference Number.
1.738	Ad Copy.
1.739	Invoice. This would be redundant with an Expense Reimbursement Claim or Third-Party Invoice, or Outgoing Funds transaction, associated with this Publication.
1.740	Number.
1.741	Date.
1.742	Amount.
1.743	Recording at County Recorder.
1.744	Service Request. Must be a valid Service Request.
1.745	Description.
1.746	Delivery Date.
1.747	Delivery Method. Valid values: mail; in person; electronically.
1.748	Recording Date (as evidenced by Recorder's stamp).
1.749	Recording Employee. Must be a valid Employee.
1.750	Recording Number.
1.751	Recording Fee Amount. Payment of this fee would be shown as an Outgoing Funds item, referencing this Recording item.
1.752	Scanned Image(s).
1.753	Fee Charge (Sheriff's charge for services).
1.754	Service Request. Must be a valid Service Request.
1.755	Date. Auto-generated.
1.756	Type. Auto-generated; may also be user-entered. Valid values: disbursement processing fee; bad check fee; vehicle inspection fee; others to be determined.

1.757	Amount. Default is auto-calculated; user may edit. Example of default rules: If Case Type = child support, then zero. For fees associated with Disbursements (Outgoing Funds): if Reference Type ≠ payment to creditor, then zero; if Paid-Out Amount ≤ \$10, then zero.
1.758	Reason. Must be entered when Fee Amount ≠ default.
1.759	Received Funds (incoming funds including collections, fee deposits, and fee payments).
1.760	Date and Time. Auto-generated.
1.761	Received Amount. Must equal total of Service Request Amounts.
1.762	Method. Valid values: cash; check processed by CMU; check processed by lockbox service; cashier's check; certified check; credit card; debit card; electronic funds transfer. [In MAPAS: [P – Personal Check, B – Business Check, C- Cash, M- Money Order, T-Travelers Check, K-Cashier's Check or Certified Check]
1.763	Receiving Location. Auto-generated. Must be a valid CMU Office.
1.764	Receiving Mode. Valid values: counter; mail; electronic.
1.765	Receipt Printed Flag. Indicates that a receipt was physically printed.
1.766	Manual Receipt Flag. Used if system was down and receipt was handwritten.
1.767	Received From (the drawer—person or entity on whose bank account the check or charge is drawn—or person providing cash or a cashier's check). If this is a Principal Party in a Case referenced by the Fund-Accounting Entry, then that specific Principal Party must be indicated.
1.768	Drawee (the bank or other financial institution where the check can be presented for payment).
1.769	Check Number.
1.770	ABA Routing Number.
1.771	Fund-Accounting Entry—can have several.
1.772	Service Request. Must be a valid Service Request.
1.773	Fund Type. Auto-generated based on Fund Balances and "pecking order" rules. Valid values: general trust; exemption trust; third-party trust; fees.
1.774	Amount.
1.775	Memo.
1.776	Dishonored Date.
1.777	Demand to Redeem Payment (sent out to recover funds from bad checks and similar items).
1.778	Item (reference to the bad check or other such item).
1.779	Recipient. Must be a valid Principal Party in a Case associated with the Item.
1.780	Redemption Amount (including bad-check fees).
1.781	Redemption Deadline Date.
1.782	Referral to Tax Collector—Mailed Date.
1.783	Bank Deposit.
1.784	Expense Reimbursement Claim or Third-Party Invoice.
1.785	Service Request. Must be a valid Service Request.
1.786	Cost Type. Valid values: keeper fee; publication cost; survey monument fee, documentary transfer tax, recorder fee, title insurance, notary fee; sale cost; witness fee; mileage reimbursement; prior costs; preliminary change of ownership; certificate of sale (RCS) ordered; RPC recorder fee & additional pages; city & county taxes; refund; others to be determined.
1.787	Invoice or Receipt.
1.788	Date.
1.789	Payor. Must be either a valid Employee or a Principal Party in the Case.
1.790	Payee. Can be a Principal Party for that Service Request, or another payee.

1.791	Address —parsed into standard address elements. Snapshot from Principal Party if available, otherwise key entered.
1.792	Telephone. Snapshot from Principal Party if available, otherwise key entered.
1.793	Email. Snapshot from Principal Party if available, otherwise key entered.
1.794	Amount.
1.795	Description or Reason.
1.796	Outgoing Funds (payments to a third party, or disbursed to a creditor or debtor).
1.797	Date and Time. Auto-generated.
1.798	Paid-Out Amount.
1.799	Method. Valid values: county warrant; cash; eCAPS journal voucher; EFT.
1.800	Warrant. Used when Method = county warrant.
1.801	Number.
1.802	Issue Date.
1.803	eCAPS Journal Voucher Number. Used when Method = eCAPS journal voucher.
1.804	Responsible Employee. Must be a valid Employee.
1.805	Payee. If this is a Principal Party in a Case referenced by the Fund-Accounting Entry, then that specific Principal Party must be indicated; otherwise the Payee's name and address must be properly captured as needed based on Method.
1.806	Name —parsed into standard name elements.
1.807	Address —parsed into standard address elements.
1.808	Payee Type. Valid values: creditor; debtor; third party; CMU fee.
1.809	Location. Auto-generated. Must be a valid CMU Office.
1.810	Cancellation.
1.811	Date. Auto-generated.
1.812	Reason.
1.813	Fund-Accounting Entry—can have several. This is to distribute (apportion) the payment into multiple accounting categories.
1.814	Service Request. Must be a valid Service Request.
1.815	Expense Reimbursement Claim or Third-Party Invoice. If applicable. Must be a valid Claim or Invoice.
1.816	Fund Type. Auto-generated based on Fund Balances and “pecking order” rules. Valid values: general trust; exemption trust; third-party trust; fees.
1.817	Cost Type. Valid values: survey monument fee, documentary transfer tax, recorder fee, title insurance, notary fee; sale cost; witness fee; witness mileage reimbursement; prior costs; preliminary change of ownership; certificate of sale (RCS) ordered; RPC recorder fee & additional pages; city & county taxes; refund
1.818	Amount.
1.819	Invoice Number.
1.820	Memo.
1.821	Reference (associates the cost with a particular item within a Service Request).
1.822	Type. Valid values: lien; refund; reimbursement or third-party payment; recording at county recorder; others to be determined.
1.823	Item. Must be a valid item for the data element indicated by Reference Type. If Type = refund, must be a valid Received Funds Fund-Accounting Entry.
2.0	2. Basic Case Information
2.1	The system ensures that ISS or administrator approval is obtained for any changes in a Case's Court or Authority, Authority's Case Number, and Control Office once the Case has been <u>created</u> .
2.2	For all screens where basic Case information is displayed, the system displays the Case's Court or Authority Name and Address.

2.3	If a user's Assigned Office is different from a Case's Control Office, then the system does not allow that user to edit that Case.
2.4	The system provides a query screen by which users can view a list of Cases that meet user-specified criteria. Users can specify criteria from any relevant data element, and from multiple data elements. Users can then select a Case from the list, and view the Case detail data.
2.5	While creating a Case in ACES, when the user enters the Court or Authority and the Authority's Case Number, the system checks to see if there is already a Cases in the system with that combination of values, and if so prompts the user to view the existing case. The system requires that every case have a unique combination of these values.
3.0	3. Cashiering
3.1	A user can void a transaction.
3.2	RECEIVED FUNDS
3.3	The system requires a valid Service Request for all Received Funds.
3.4	The system provides the user with relevant Case and Service Request information to apply funds collected.
3.5	The system can apply Received Funds collected from one source to multiple Cases (for example, one check from an employer containing funds for several employees' wage garnishments).
3.6	The system provides the means for users to provide payers with a paper receipt and/or an electronic receipt.
3.7	Receipts contain Date, Received Amount, and Method, and may also contain other data.
3.8	The system warns users whenever a collection amount exceeds the Amount to Satisfy.
3.9	The system tracks dishonored checks, and adjusts Case Fund Balances accordingly. The system requires users to cancel any in-process disbursements that would therefore lack sufficient funds.
3.10	The system provides the means for users to print a Demand to Redeem Payment that shows relevant data.
3.11	The system provides the means for users to print a Referral to Tax Collector on required forms as shown in Appendices A, B, C, and D. (The Treasurer-Tax Collector then performs collection actions.)
3.12	The system processes credit/debit card payments through an interface with Link2Gov. (Interface requirements are described in Statement of Work Exhibit B-2, Technical Requirements.)
3.13	Credit/debit card processing conforms to the most current payment card industry data security standard (PCI-DSS) encryption.
3.14	ACES does not record or store credit/debit card numbers, personal identification numbers (PINS), or similar sensitive information from credit/debit card transactions.
3.15	The system must automatically add convenience fee(s) based on received funds method.
3.16	The system processes electronic fund transactions, capturing approval code, date/time approved, rejection code, rejection description.
3.17	OUTGOING FUNDS
3.18	The system sets the default Requisition Date based on Payment Method, Paid-Out Amount, and Writ Type. System administrators can change the algorithm for setting this default.
3.19	The system blocks collections and payouts for Cases or Service Requests that have a Stay Order applied to them, depending on the verbiage in the Stay Order
3.20	FEES

3.21	The system automatically calculates fees based on fee-charging rules and schedules, and automatically debits/credits the Case's fund balances accordingly.
3.22	If Outgoing Funds are disbursed to a creditor (Payee Type = creditor, and Fund Type = general trust or collection trust), then the system automatically charges a disbursement processing fee to the Case account.
3.23	The system provides a means for system administrators to update default fee schedules, including the disbursement processing fee.
3.24	Users can adjust the Amount charged for a disbursement processing fee, and then must enter the reason for this change.
3.25	The system distinguishes fee-exempt government agencies and then processes their Service Requests without a fee.
3.26	The system distinguishes fee-advance government agencies and then processes their Service Requests without a fee advance.
3.27	The system charges no fee for Service Requests to serve criminal subpoenas.
3.28	BANKING
3.29	Only certain users can enter bank adjustments. (must be a privilege based field)
3.30	Users can enter bank deposits. The system calculates and prints receipt list (detailed) and the bank deposit list.
3.31	The system requires that authorized users confirm bank deposits.
3.32	The system must be able to print a counter receipt and/or an electronic receipt or the option to not print a receipt if just a dropoff.
3.33	Access to functions for processing outgoing funds (disbursements, refunds, vendor payments, etc.) is assigned only to a select set of users, and the process is controlled through an approval workflow.
3.34	System records all financial transactions against various funds including:
3.35	<ul style="list-style-type: none"> • Fees, including fee deposits received and refunded, and fees earned for specific service requests
3.36	<ul style="list-style-type: none"> • Expense payments for specific service requests, including deposits, accruals, and payments to vendors
3.37	<ul style="list-style-type: none"> • Collections from debtors, employers, purchasers, and others, and disbursements to creditors and third parties
3.38	<ul style="list-style-type: none"> • Exemptions
3.39	<ul style="list-style-type: none"> • Documentary Transfer Tax, including deposits received and payments made
3.40	<ul style="list-style-type: none"> • Third Party Claims
3.41	<ul style="list-style-type: none"> • Cash bonds
3.42	<ul style="list-style-type: none"> • Other funds that may be added from time to time during the life of the System
3.43	Users can adjust or cancel financial transactions in a manner consistent with generally accepted accounting practices.
3.44	Users can change fees to be charged, or fees already earned, for a particular service request.
3.45	Users can make entries (adjustments) for:
3.46	<ul style="list-style-type: none"> • Dishonored Check
3.47	<ul style="list-style-type: none"> • Counterfeit money
3.48	<ul style="list-style-type: none"> • Incorrect Amount
3.49	<ul style="list-style-type: none"> • Applied to wrong case and/or fund
3.50	<ul style="list-style-type: none"> • Overage fund error
3.51	<ul style="list-style-type: none"> • Escheatment
3.52	System cross-references a dishonored check with subsequent funds collected against that dishonored check.
3.53	System maintains and displays a running balance of funds.
3.54	System tracks any funds that the Treasurer/Tax Collector Department receives for the dishonored checks. System excludes bad-check penalties from CMU accounts.

3.55	System shows the transaction history for funds and accounts.
3.56	If the creditor/litigant is a forma pauperis, the system waives (does not charge) a service request transaction fee. However, the system does not waive non-waivable fees and charges such as keeper's fee, towing fee, storage fee, etc.
3.57	System deducts Sheriff Fees from the collection received from a forma pauperis service request.
3.58	System automatically deducts Superior Court fee listed on writ of execution 19b and sets up payment to designated court.
3.59	System does not charge fees for any service request with the associated fee status of "Criminal or Juvenile Subpoena".
3.60	Authorized users can cancel a payment requisition at any step in the process.
3.61	If an authorized users cancels a payment requisition after it has been already been transmitted to ECAPS (for processing into checks or warrants), then the system requires the user to enter information attesting that the corresponding ECAPS transaction was also cancelled.
3.62	The system generates invoices for agencies of the County of Los Angeles. Users can edit and reissue any invoice in case of contested charges.
3.63	The system reconciles ECAPS journal vouchers received against invoices sent, and makes adjustments consistent with generally accepted accounting practices. The system displays on one screen multiple invoices to be reconciled.
3.64	Based on service-request activity, the system automatically calculates amounts to be paid out or collected, and initiates payment requisitions, journal vouchers, fees, charges, invoices, and financial transactions.
3.65	System requires supervisory approval for a disbursement that would create a negative fund balance for the case.
3.66	The system automatically adjusts the Date Received/Interest To Date on a Collection
3.67	The system aids the user in determining the Interest Cease Date based on:
3.68	<ul style="list-style-type: none"> Amount, e.g., lump sum amount is equal to or greater than the Amount to Satisfy.
3.69	<ul style="list-style-type: none"> Writ Type, e.g., no interest is allowed for a writ of attachment
3.70	<ul style="list-style-type: none"> Service Request Type, e.g., date to cease interest for an earnings withholding order is not the same as a bank garnishment.
3.71	System automatically adjusts the "Amount to Satisfy" based on the calculated interest.
3.72	The system generates and prints a bank deposit list for receipted monies daily, and tracks bank deposits.
3.73	The system does not permit disbursements to be approved by the same user who received the corresponding collection.
3.74	System automatically calculates and charges the debtor the Disbursement Processing Fees (DPF) for issuing the warrant for the monies collected. This fee is applied to the balance of the judgment.
3.75	Users can refund an overpayment received for collections, or refund a cash bond.
3.76	Users can generate disbursements for the following:
3.77	<ul style="list-style-type: none"> Pay Exemption Amounts
3.78	<ul style="list-style-type: none"> Pay Labor Claim
3.79	<ul style="list-style-type: none"> Pay Lien Holder Amount
3.80	<ul style="list-style-type: none"> Pay Other Trust
3.81	<ul style="list-style-type: none"> Pay Third Party Claim
3.82	Refunds are cross-referenced with the received-fund transaction being refunded.
3.83	Received funds are applied to specific service requests when applicable.
3.84	System ensures that users enter the reason for the refund of collection (i.e. due to overpayment, cash bond etc).

3.85	System applies a fund balance to fees before allowing any refunds against that fund.
3.86	Financial transactions pertaining to the case, including refunds, are displayed on the case summary view.
3.87	Fund balances are calculated each time a transaction hits a fund, and the fund balance at that point in time is stored along with the transaction history.
3.88	System cross-references disbursements with all corresponding items relevant to the disbursement, such as exemptions, labor claims, liens, etc.
3.89	System charges the creditor for the cost of services performed by third parties (such as storage fees, keeper fees etc) regardless of whether the creditor is "Forma Pauperis" or government.
3.90	System automatically generates invoices to bill government agencies for services charged to their cases.
3.91	System adjusts the ATS (Amount to Satisfy) for the case with all monies that have been collected by the levy or levies.
3.92	System update each warrant's status daily from the postback file from eCAPS.
3.93	System alerts an appropriate user when fund balances reach a certain amount (the amount will be based on business rules projecting future costs of services currently in use such as a keeper, storage fees, etc.)—"low fund balance alert."
3.94	The low fund balance alert calculates all levies with ongoing services against fund balance of the case.
3.95	The trust fund balance distinguishes between: (a) funds that have been cleared, and (b) pending funds, i.e., monies received but not yet available for disbursement or refund, showing the date they will become available.
4.0	4. Principal Party
4.1	The system associates each Principal Party with a Case.
4.2	The system provides a means to view deactivated Principal Parties.
5.0	5. Eviction
5.1	System ensures that the Writ of Possession includes all of the following information : [CCP 153, 715.020, 715.010]
5.2	• Seal of the Court
5.3	• Date of issuance of Writ
5.4	• Title of court where judgment was entered
5.5	• Basic Case Information (i.e. Case Number)
5.6	• Cause of Action
5.7	• No lock out prior to
5.8	System prints the following Levy Notification packet to be served:
5.9	• Copy of the Writ of Possession of Real Property
5.10	• Copy of Claim of Right to Possession (unless a summons, complaint and prejudgment claim of Right to Possession was served upon the occupants in accordance with the CCP 415.46, 715.010 (c))
5.11	• Claim of Right to Possession and Notice of Hearing Claim
5.12	• Notice to Vacate
5.13	o Date of the service
5.14	o Date of posting
5.15	o Last day of possession
5.16	o Address of Levying Officer
5.17	o Telephone number of Levying Officer
5.18	Restoring Possession (Eviction) & Computation of time
5.19	System computes the date of Eviction (i.e. 5 days from the service of the Notice to vacate) using the following guidelines:

5.20	<ul style="list-style-type: none"> • If the last day (5th day) falls on a Saturday or Sunday or other holiday then system extend to and including the next day which is not a holiday. Please refer to CCP 12(a) for more details
5.21	<ul style="list-style-type: none"> • System calculate the 5 days by excluding the first day, and including the last, unless the last day is a holiday and then it is also excluded.
5.22	Notice to Vacate Served After filling Petition in Bankruptcy
5.23	<ul style="list-style-type: none"> • System does not schedule an eviction if there is a bankruptcy filed on the case which has resulted into an automatic stay on the case.
5.24	<ul style="list-style-type: none"> • System will schedule serving a 5 day notice once the lift order has been received and the eviction will be scheduled using the same 5 day guidelines provided above.
5.25	Users can void an Arietta Claim once it is processed on a given case.
5.26	System will produce a unique code on the eviction notice letter for the creditor to cancel if necessary. (unique code must be a searchable data element)
6.0	6. Service Request
6.1	The system includes a wizard to guide users through creating a Service Request, so that only the relevant data fields are presented, based on what is relevant for each Service Request Type, and other business rules.
6.2	The user is able to select a Service Request Type based on Judicial Council form name or form number.
6.3	The system warns a user if there is insufficient time to perform the Service Request, by comparing the current date with the Last Day to Serve Date.
6.4	The system prints a Service Request Ticket that provides needed information to the enforcing deputy. The Ticket also provides blanks for the deputy to record enforcement efforts. The layout, fields, and queries used to generate the Ticket can be revised from time to time by system administrators. The Ticket information needed is:
6.5	Service Request Number
6.6	Service Request Title/Description
6.7	Service Request Type
6.8	Intake Office
6.9	Control Office
6.10	Serving Office actually doing the serving
6.11	Serving Office in whose territory the service address is located (automatically calculated)
6.12	Office serving area
6.13	Case Number
6.14	Case Title
6.15	Court or Authority Name And Address
6.16	Requestor
6.17	Attorney Of Record Name, Address, Telephone, Email
6.18	Levy Instructions
6.19	Description Of Property To Be Levied
6.20	Service address
6.21	Property address
6.22	Preferred Date To Levy
6.23	Special instructions
6.24	Available fee or unearned fee (other than for a fee-exempt process)
6.25	Disposition
6.26	The system captures the name of the supervisor who reviewed the Service Request for accuracy.

6.27	The system tracks changes (corrections) after the Service Request has been created.
6.28	FICTITIOUS BUSINESS NAME STATEMENT
6.29	The system:
6.30	a. Captures the fictitious business name and address listed in the fictitious business name statement (relevant data elements are within Principal Parties section)
6.31	b. Requires the user to validate that the fictitious business name statement is certified.
6.32	c. Requires the user to validate that the fictitious business name statement is not expired.
6.33	d. Requires the user to validate that no third parties are listed in the fictitious business name statement.
6.34	e. Displays an error message and prevent the user from proceeding if b, c, or d are not validated.
6.35	f. Provides a means for the user to scan any supporting documents and have them related to their appropriate section.
6.36	The system warns the user when a Preferred Levy Date is less than a system-administrator-set number of days after the current date.
6.37	LEVY PACKET - WRIT OF ATTACHMENT
6.38	The system generates and prints the below for service on the garnishee bank:
6.39	a. Writ of attachment
6.40	b. Right to Attach Order
6.41	c. Notice of Attachment (AT-165) containing:
6.42	i. Attorney of Record/Plaintiff in Pro Per
6.43	1. Name
6.44	2. Address
6.45	3. Telephone
6.46	4. FAX
6.47	5. E-mail address
6.48	6. Name of Attorney's client
6.49	ii. Court Branch :
6.50	1. Name
6.51	2. Address
6.52	iii. Sheriff Control Branch:
6.53	1. Name
6.54	2. Address
6.55	3. Telephone
6.56	iv. Case Title
6.57	v. Case number
6.58	vi. Levying Officer Number
6.59	vii. Person Notified: name of garnishee bank
6.60	viii. Description of the property
6.61	ix. Claim and costs amount
6.62	x. Date of printing
6.63	xi. Name employee who printed the Notice of Attachment
6.64	d. Memorandum of garnishee containing:
6.65	i. Attorney of Record/Plaintiff in Pro Per
6.66	1. Name
6.67	2. Address

6.68	3. Telephone
6.69	4. FAX
6.70	5. E-mail address
6.71	6. Name of Attorney's client
6.72	ii. Court Branch :
6.73	1. Name
6.74	2. Address
6.75	iii. Sheriff Control Branch:
6.76	1. Name
6.77	2. Address
6.78	3. Telephone
6.79	iv. Case Title
6.80	v. Case number
6.81	vi. Levying Officer Number
6.82	vii. Person Notified: name of garnishee bank
6.83	viii. Description of the property
6.84	LEVY PACKET - WRIT OF EXECUTION
6.85	The system generates and prints the below documents for service on the garnishee bank.
6.86	a. Notice of Levy (EJ-150) containing:
6.87	i. Person Notified: Name of bank garnishee
6.88	ii. Debtor name
6.89	iii. Description of the property
6.90	iv. Common street designation (if applicable)
6.91	v. Creditor Attorney, if any :
6.92	1. Name
6.93	2. Address
6.94	3. Attorney for:
6.95	a. Creditor
6.96	b. Assignee
6.97	vi. Total amount due
6.98	vii. Levy fee
6.99	viii. Sheriff's disbursement fee
6.100	ix. Total
6.101	x. Daily interest
6.102	xi. Statement, "The amount necessary to satisfy the creditors judgment is x dollars plus x dollars interest per day from issuance date of garnishment to the date of service".
6.103	xii. Capacity as Garnishee
6.104	xiii. Issuance date of notice of levy
6.105	xiv. Name of employee signing
6.106	xv. Court:
6.107	1. name
6.108	2. address
6.109	3. Branch Name
6.110	xvi. Case title
6.111	xvii. Levying officer:

6.112	1. Name
6.113	2. Address
6.114	3. Telephone
6.115	xviii. Court case number
6.116	xix. Levying Officer File Number
6.117	xx. designation as writ of execution (money judgment)
6.118	b. Writ of Execution (money judgment)
6.119	c. Affidavit of Identity, if any, 699.545, 700.010 CCP
6.120	d. Affidavit for issuance of writ for support, if any 5104 FAM
6.121	e. Attachment 20, if any
6.122	f. Exemptions list and list of exemption amounts if the debtor or third party is a natural person. See WRIT component.
6.123	g. Memorandum of Garnishee containing:
6.124	i. Person Notified: Name of bank garnishee
6.125	ii. Creditor Attorney, if any :
6.126	1. Name
6.127	2. Address
6.128	3. Attorney for:
6.129	a. Creditor
6.130	b. Assignee
6.131	iii. Capacity as garnishee
6.132	iv. Court:
6.133	1. name
6.134	2. address
6.135	3. Branch Name
6.136	v. Case title
6.137	vi. Levying officer:
6.138	1. Name
6.139	2. Address
6.140	3. Telephone
6.141	vii. Court case number
6.142	viii. Levying Officer File Number
6.143	DEFENDANT NOTIFICATION PACKET - WRIT OF ATTACHMENT
6.144	The system generates and prints the below for service on the defendant's attorney of record (defendant in pro per/attorney):
6.145	a. Writ of Attachment
6.146	b. Right to Attach Order
6.147	c. Copy of undertaking unless waived by the court
6.148	d. Notice of Attachment (AT-165) with the below contents:
6.149	i. Attorney of Record/Plaintiff in Pro Per
6.150	1. Name
6.151	2. Address
6.152	3. Telephone
6.153	4. FAX
6.154	5. E-mail address
6.155	6. Name of Attorney's client
6.156	ii. Court Branch :

6.157	1. Name
6.158	2. Address
6.159	iii. Sheriff Control Branch:
6.160	1. Name
6.161	2. Address
6.162	3. Telephone
6.163	iv. Case Title
6.164	v. Case number
6.165	vi. Levying Officer Number
6.166	vii. Person Notified: name of garnishee bank
6.167	xviii. Description of the property:
6.168	xiv. Capacity as a Defendant
6.169	xv. Claim and costs amount
6.170	xvi. Date of printing
6.171	xvii. Name of employee who printed the Notice of Attachment
6.172	The system prints two copies of the duplex two-page Earnings Withholding Order or Earnings Withholding Order for Support.
6.173	The system generates and prints one copy of the Employer's Return
6.174	The Earnings Withholding Order and Employer's Return must contain:
6.175	a. Requestor name, address, telephone, Bar Number, fax and email
6.176	b. Court name
6.177	c. Title (Plaintiff, Defendant)
6.178	d. Levying Officer Number
6.179	e. Court Case Number
6.180	f. Employer name and address
6.181	g. Debtor employee name and address
6.182	h. Employee social security number, if any
6.183	i. Name of the Sheriff's employee who printed the EWO
6.184	j. Judgment and costs amount
6.185	k. Periodic payment amount, if any.
6.186	l. date of printing
6.187	The system captures, stores, and displays a Notice of Lien directed to other agencies (DMV, Secretary of State, Fair Housing Dept., etc.).
6.188	Users can identify the last day for an arrestee to voluntarily appear on a warrant. See MAPAS form MA1CW20.
6.189	The system calculates and prints the last day to respond to the letter on the "Notice to appear on Warrant letter".
6.190	The user can select, display and print the days, times and the court address where the arrestee may appear.
6.191	1. Days and times of court hours will vary between different courts. System has a way to change.
6.192	Promise to Appear
6.193	The system prints three copies of the Promise to Appear if the arrestee can be released on a promise to appear.
6.194	The system prints a box to memorialize each data element that must be captured or displayed on the DISPOSITION SCREEN for each SERVICE REQUEST.
6.195	The system prints the INFORMATION GUIDE on the back of the SERVICE TICKET. The INFORMATION GUIDE generally is a training aid that summarizes the procedures for properly performing the SERVICE REQUEST.

6.196	The system has parameters that print data elements on the notice of DISPOSITION form that is specific for each SERVICE REQUEST type.
6.197	If a Principal Party has been set up with more than one Role (or Type) in the Case, then the user is prompted to select which Role (or Type) applies to this Service Request.
6.198	Entering a Keeper's number in their field will auto populate their information.
7.0	7. Disposition
7.1	The system prints the Service Request Number as a barcode on Service Tickets, and users with barcode readers on their workstations can scan the barcode to display the associated Service Request's data.
7.2	The system displays a single screen (disposition screen) containing the following data:
7.3	Authority
7.4	Case number
7.5	Case title
7.6	Serving, Intake, and Control Offices
7.7	Service Request number and description
7.8	Unearned fee available for a service request, other than fee exempt process
7.9	Earned fee calculated by the system upon entry of a final disposition, other than fee exempt process
7.10	Fee deposit prior to entry of a disposition
7.11	Fee deposit remainder calculated by the system after entry of a final disposition
7.12	Name and identifier of the serving Registered Process Server
7.13	Name and employee number of the employee responsible for the disposition.
7.14	Date and time of disposition
7.15	Name and employee number the employee entering the disposition.
7.16	Date and time of entry of disposition
7.17	An additional service address at which the disposition occurred if it is different from the service address.
7.18	System administrators can set access controls so that only supervisors can modify a final disposition.
7.19	The System calculates the daily levy fee beginning on the second day of a keeper installation.
7.20	Upon entry of the keeper fee request, the system calculates the keeper's fee based on in and out times.
7.21	The system prints on the service ticket an acknowledgement to be signed by the keeper indicating that the keeper has received the ATS printout and has read the service ticket and Sheriff's Instructions.
7.22	The system prints Sheriffs instructions for attachment to the service ticket.
7.23	Users can scan, store, display, and print the marked-up service ticket.
7.24	The system prints statutory language regarding notary on proof of service.
7.25	The system automatically schedules reimbursement of the revolving fund if the witness fee was paid from the revolving fund upon entry of a final Disposition.
7.26	The system prints the Notice of Capacity with the following information:
7.27	Name and capacity of the person served, e.g., Mike Torres, A1 Company, a corporation.
7.28	Name and title of the person who is served on behalf of the person to be served (authorized agent), e.g., Tom Jones, agent for Mike Torres or Mike Torres, President of A1 Company, Incorporation.

7.29	CCP section (416.10 (Corporation), 416.60 (Minor), 416.20 (Defunct Corporation), 416.70 (Conservatee), 416.40 (Assoc/Partnership), 416.90 (Individual), Other, 416.30 (Joint Stock Co./Assoc.), 416.50 (Public Entity), 415.46 (Occupant), 415.95 (Business Org., Form unknown))
7.30	Name and title of the person the process was left with if service is by substitution or constructive service.
7.31	Date of mailing
7.32	Name of mailed document
7.33	Name, title and address of the addressee
7.34	Service Address
7.35	Trial Court Reduction date
7.36	Fictitious name (Doe)
7.37	Name and identifier of additional document(s)
7.38	The system calculates the fee amount to be refunded based on business rules, and users can schedule the refund.
7.39	The system automatically schedules the number of days to refund fees depending on the type of service request.
7.40	The system should prevent refunds until disposition of service request
8.0	8. Real Estate
8.1.1	The system ensures that the following INTAKE DOCUMENTS are scanned into the case record, with the applicable key data elements entered as structured data:
8.1.2	For any real estate attachment and/or sale:
8.1.3	■ Original writ of attachment, execution, or sale
8.1.4	■ Recorder's map
8.1.5	■ Recorder's face sheet, if any
8.1.6	■ Sheriff's Instructions containing:
8.1.7	- name, address and telephone number of requestor (creditor's attorney or creditor without an attorney)
8.1.8	- legal entity of debtor (or defendant) if not a natural person
8.1.9	- common street address, if any
8.1.10	- name and last known address of debtor (or defendant) whose interest is being levied upon
8.1.11	- description of the debtor's (or defendant's) interest to levied
8.1.12	- expiration date of leasehold estate (if applicable)
8.1.13	- whether property contains a dwelling
8.1.14	For a writ of attachment, the sheriff's instructions also contains:
8.1.15	- statement instructing the levying officer to levy
8.1.16	For a writ of execution, the sheriff's instructions also contains:
8.1.17	- statement instructing the levying officer to levy and/or sell
8.1.18	For a writ of sale, the sheriff's instructions also contains:
8.1.19	- statement instructing the levying officer to levy and sell
8.1.20	For a writ of sale on a foreclosure, the sheriff's instructions also contains:
8.1.21	- name of third party in whose name the debtor's interest stands
8.1.22	For a writ of sale on a Mello-Roos assessment foreclosure, the sheriff's instructions also indicates:
8.1.23	- whether property contains dwellings for more than 4 families
8.1.24	For a writ of attachment (either ex parte or after hearing):
8.1.25	■ Order for issuance of writ of attachment
8.1.26	■ Summons and complaint, if any

8.1.27	For a writ of attachment ex parte:
8.1.28	■ Affidavit in support of ex parte application
8.1.29	For a writ of execution:
8.1.30	■ Affidavit for support, if applicable (FC 5104)
8.1.31	■ Attachment 20, if any
8.1.32	For a writ of execution in which (a) debtor is a natural person, AND (b) NOT a leasehold estate with unexpired term of LESS THAN 2 years, AND (b) property contains a dwelling:
8.1.33	■ Certified order to sell
8.1.34	■ Application for order to sell (can be submitted later in the process)
8.1.35	For a writ of sale on a judgment of partition:
8.1.36	■ Interlocutory judgment containing:
8.1.37	- order to sell the property 872.820 CCP
8.1.38	- division of the sale proceeds 872.820 CCP
8.1.39	- legal description of the property
8.1.40	- any public way, road or street that shall not be sold 873.080(c) CCP
8.1.41	- amount owed by one party to another 873.250 CCP
8.1.42	- specifies sale shall by public and/or private auction 873.520, 873.530 CCP
8.1.43	- any manner, terms or conditions of sale 873.610 CCP
8.1.44	- whether lots or parcels shall be sold separately 873.620 CCP
8.1.45	- any terms for selling the property on credit 873.630 CCP
8.1.46	- any manner of notice of sale in addition to the notice of sale required for an execution sale 873.640 CCP
8.1.47	- contents of the notice of sale including: 873.650 CCP
8.1.48	·property description
8.1.49	·time and place of sale
8.1.50	·statement of the principle terms of the sale
8.1.51	·date and place where bids for a private sale will be received
8.1.52	For a writ of sale on a foreclosure:
8.1.53	■ Decree of foreclosure (certified copy of judgment for sale) containing: 726 CCP, 716 CCP
8.1.54	- date of receipt of decree of foreclosure - legal description of property
8.1.55	- direction to sell one or more parcels situated in two or more counties as if all the property were situated in the county 726(d) CCP
8.1.56	For a writ of sale on a foreclosure with a deficiency judgment (typically includes right of redemption), the decree of foreclosure also:
8.1.57	- declares deficiency judgment
8.1.58	- declares the amount of the indebtedness
8.1.59	For a writ of sale on a foreclosure with NO deficiency judgment (typically no right of redemption), other than a Mello-Roos assessment foreclosure, the decree of foreclosure also:
8.1.60	- states deficiency judgment is waived by the creditor or prohibited by 580a CCP
8.1.61	For a writ of sale on a Mello-Roos assessment foreclosure, the decree of foreclosure also:
8.1.62	- states amount of judgment for assessment or reassessment 8832(a) STS HWY

8.1.63	For a writ of sale on a Mello-Roos assessment foreclosure in which the property does NOT contain a dwelling for more than 4 families, the decree of foreclosure also:
8.1.64	- directs notice of sale to be given not less than 20 days after the notice of levy is served on the judgment debtor
8.1.65	- directs request for lienholder instructions 10 days after levy
8.1.66	For a writ of sale on a Mello-Roos assessment foreclosure in which the property contains a dwelling for more than 4 families, the decree of foreclosure also:
8.1.67	- directs sale 120 days after levy
8.1.68	For a writ of execution or a writ of sale:
8.1.69	■ Sale Instructions
8.1.70	The system indicates the date of receipt of all documents in the case record.
8.2.1	The system generates and prints a LEVY PACKET containing the following documents:
8.2.2	■ Writ
8.2.3	■ Recorder's Map
8.2.4	■ County Recorder's Face sheet as required by the County Recorder
8.2.5	■ Notice of Levy (or Notice of Attachment if writ of attachment) containing:
8.2.6	-name, address and telephone number of requestor (creditor's attorney or creditor without an attorney)
8.2.7	-LA County Recorder name and address as person notified as county recorder's office
8.2.8	-name and last known address of debtor (or defendant)
8.2.9	-legal description of the property
8.2.10	-Assessor's Parcel Number (APN)
8.2.11	-common street address, if applicable
8.2.12	-Control Branch name, address and telephone number
8.2.13	-name and address of the requestor (plaintiff's attorney or plaintiff without an attorney)
8.2.14	-Authority name and address
8.2.15	-case number of court or state agency
8.2.16	-levying officer file number
8.2.17	-date of issuance of this Notice
8.2.18	-name of person issuing Notice of Levy (levying officer or registered process server)
8.2.19	For a writ of attachment:
8.2.20	• the notice of attachment also contains:
8.2.21	-amount to satisfy (writ amount plus levying officer fees—"claim and costs")
8.2.22	-name and address of any record owner other than the defendant
8.2.23	• the levy packet also contains:
8.2.24	■ Order for Issuance of Writ of Attachment and Right to Attach Order
8.2.25	■ Affidavits in support of ex parte application—if writ of attachment is ex parte
8.2.26	For a writ of execution:
8.2.27	• the notice of levy also contains:
8.2.28	-name and address of record owner other than debtor, if applicable
8.2.29	-amount to satisfy (writ amount plus daily interest plus levying officer fees)
8.2.30	• the levy packet also contains:

8.2.31	■ Attachment 20, if any
8.2.32	■ Affidavit for support (FC 5104), if applicable
8.2.33	■ Affidavit of identity, if applicable
8.2.34	For a writ of sale on a Mello-Roos assessment foreclosure:
8.2.35	• the notice of levy also contains:
8.2.36	–amount of judgment for assessment or reassessment
8.3.1	The system captures the following information regarding the DELIVERY OF THE LEVY PACKET TO THE COUNTY RECORDER, AND THE RECORDING OF THE LEVY:
8.3.2	– date Levy Packet sent to recorder’s office
8.3.3	– method of delivery to recorder’s office
8.3.4	-mail
8.3.5	-in person
8.3.6	-electronically
8.3.7	– date and time of recording as evidenced by the recorder’s stamp
8.3.8	– recorder’s document number
8.3.9	– name and title of person (levying officer or registered process server) who recorded the levy
8.3.10	– Control Branch name and address
8.3.11	– Recorder fee:
8.3.12	-Amount
8.3.13	-Method of payment:: Cash; County warrant number
8.3.14	– ECAPS transfer
8.3.15	-Payment date
8.4.1	The system generates and prints a LEVY NOTIFICATION PACKET containing the levy packet documents/data with the following exclusions and additions:
8.4.2	Excludes:
8.4.3	■ Recorder’s map
8.4.4	■ County Recorder’s face sheet
8.4.5	Adds:
8.4.6	– CMU employee name issuing notice
8.4.7	– Date and manner of service (personal, mail) of the Levy Notification Packet
8.4.8	– Date of recording
8.4.9	– Name and title of person (levying officer or registered process server) who recorded the levy
8.4.10	– Name(s) and address(es) of person(s) served, e.g., defendant, defendant’s attorney, record owner
8.4.11	For writs of execution or sale, in which debtor is a natural person OR writ is not for support, also adds:
8.4.12	– Exemption list and exemption amount list
8.5.1	The system captures the following information from the paper service ticket or the registered process server’s proof of service for the LEVY NOTIFICATION PACKET SERVICE:
8.5.2	– Debtor (or defendant)
8.5.3	–name and address of debtor (or defendant)
8.5.4	–date of service
8.5.5	–manner of service: personal or mail
8.5.6	–name of person (levying officer or registered process server) who served the Levy Notification Packet

8.5.7	– Third Party(ies) (includes owner of record if different than debtor or defendant)
8.5.8	–name and address of third party
8.5.9	–date of service
8.5.10	–manner of service: personal or mail
8.5.11	–name of person (levying officer or registered process server) who served the Levy Notification Packet
8.5.12	– Occupant 700.015 CCP
8.5.13	–name and address of occupant party
8.5.14	–date of service
8.5.15	–manner of service: personal or leaving with agent, with name of person (levying officer or registered process server) who served the Levy Notification Packet
8.6.1	The system generates and prints a REQUEST FOR LIENHOLDER INSTRUCTIONS (requesting instructions to mail a notice of sale to the holders of liens on the property to be sold 701.540(h) CCP 701.540 CCP) <u>except</u> for either a writ of attachment OR a writ of sale on a judgment of partition. The request for lienholder instructions contains the following information:
8.6.2	– a statement that the requestor must provide the levying officer with either (a) the name(s) of all lienholders on the property as of the date of the levy, pursuant to 701.540(h), OR (b) a statement indicating there no lienholders, if applicable
8.6.3	– Control Office employee issuing Notice of Sale
8.6.4	– Control Office name, address and telephone number
8.6.5	– name and address of the requestor (plaintiff's attorney or plaintiff without an attorney)
8.6.6	– Authority name and address
8.6.7	– case number of court or state agency
8.6.8	– levying officer file number
8.6.9	– date of mailing the Request For Lienholder Instructions
8.6.10	– name and address of creditor to whom the Request was mailed
8.6.11	– name of employee who mailed the Request
8.6.12	For a writ of sale on a foreclosure, the request for lienholder instructions also contains:
8.6.13	– statement requesting the name of any third person in whose name the judgment debtor's interest stands on the date the levy was recorded
8.7.1	For a writ of sale on a foreclosure (other than on a Mello-Roos assessment) <u>with</u> a deficiency judgment the system prompts the user to mail the request for lienholder instructions after the date of entry of the Decree of Foreclosure, AND within 2 days after levy. 729.010(b)(3), 701.545 CCP
8.8.1	The system verifies that the request for lienholder instructions is mailed no earlier than:
8.8.2	For a writ of execution in which the debtor is a natural person AND the property is NOT a leasehold estate with unexpired term of less than 2 years AND the property does NOT contain a dwelling: 120 days after the date of recording of the levy, plus mailing (5 days for in-state, 10 days for other states, 20 days for international)
8.8.3	For a writ of sale on a foreclosure (other than on a Mello-Roos assessment) <u>without</u> a deficiency judgment: same as above
8.8.4	For a writ of sale on a foreclosure on a Mello-Roos assessment, in which the property does NOT contain a dwelling for more than 4 families: 10 days after the date of recording of the levy 8832 STRS HWYS

8.8.5	For other conditions in which a request for lienholder instructions is generated: 30 days after the date of recording of the levy 701.540 CCP
8.9.1	The system captures the receipt of LIENHOLDER INSTRUCTIONS from the requestor (instructing the levying officer to mail a Notice of Sale to the lienholder(s) listed for the return of the instrument creating the lien record at the recorder's office as of the date of recording the levy 701.540 CCP), with a scanned image and the following data:
8.9.2	– date of receipt of Lienholder Instructions
8.9.3	– Lienholders as of date of entry of levy lien (or Decree of Foreclosure):
8.9.4	- name
8.9.5	- address
8.9.6	- lien on date of entry of levy lien (or Decree of Foreclosure)
8.9.7	- whether that lien is senior to the levy lien
8.9.8	– statement instructing levying officer to mail notice of sale to lienholders OR statement that there are no lienholders
8.10.1	The following items are applicable only for a writ of execution in which the debtor is a natural person AND the property is not a leasehold estate with unexpired term of less than 2 years AND property contains a dwelling:
8.10.2	The system generates and prints a DEMAND FOR APPLICATION FOR SALE OF DWELLING 704.750 CCP containing:
8.10.3	–Case Title
8.10.4	–Levying Officer Number
8.10.5	–Statement advising requestor that the property will be released if the levying officer does not receive an Application for Sale of Dwelling within 20 days after the mailing date on the Demand For Application to Sell Dwelling
8.10.6	–Date of service of the Demand for Application for Sale of Dwelling
8.10.7	–Last day to file a copy of the application with levying officer
8.10.8	The system generates and prints a Service Ticket to document the service of the Demand for Application for Sale of Dwelling
8.10.9	The system calculates the date by which the Application for Sale of Dwelling must be received by the levying officer: last day to receive application = date of service of Demand For Application + 20 days + 5, 10 OR 20 days for mailing.
8.10.10	The system advises the user to issue a release if the Application for Sale of Dwelling is not received by the last date to receive application.
8.10.11	The system captures the receipt of APPLICATION FOR SALE OF DWELLING 704.750, 704.760 CCP with a scanned image and applicable data:
8.10.12	–declaration under oath
8.10.13	–statement whether or not the records of the county tax assessor indicate that there is a current homeowner's exemption or disabled veteran's exemption for the dwelling and the person or persons who claimed any such exemption, abstract of judgment and/or certified copy of judgment.
8.10.14	–statement whether the dwelling is a homestead and the amount of the homestead exemption, if any
8.10.15	–statement whether or not the records of the county recorder indicate that a homestead declaration under Article 5 (704.910 et seq CCP)) that describes the dwelling has been recorded by the judgment debtor or the spouse of the judgment debtor.
8.10.16	–statement of the amount of any liens or encumbrances on the dwelling, the name of each person having a lien or encumbrance on the dwelling, and the address of such person used by the county recorder for the return of the instrument creating such person's lien or encumbrance after recording.
8.10.17	- Order to Show
8.10.18	- Notice of Hearing

8.10.19	- if the dwelling is located in a county other than the county where the judgment was entered:
8.10.20	–abstract of judgment required by 674 CCP
8.10.21	–certified copy of the judgment required by 697.320 CCP
8.10.22	- hearing date
8.10.23	The system generates and prints a DEBTOR NOTIFICATION OF ORDER FOR SALE OF DWELLING HEARING containing:
8.10.24	- Order to Show Cause
8.10.25	- Application for Order for Sale of Dwelling
8.10.26	- Notice of Hearing on Right to Homestead Exemption (EJ-180)
8.10.27	The system validates that the service of the debtor notification of order for sale of dwelling hearing on the debtor is not less than 30 days before the hearing:
8.10.28	If served by the levying officer, the system captures the service ticket to document the service on the debtor of the including:
8.10.29	- date of service
8.10.30	- manner of service: personal or mail
8.10.31	- name and address of debtor
8.10.32	- document(s) served
8.10.33	- employee making the service
8.10.34	If served by the requestor (creditor), the system scans and stores the CREDITOR'S PROOF OF SERVICE and capture:
8.10.35	- date of service (not later than 30 days before hearing)
8.10.36	- manner of service: personal or mail
8.10.37	- name and address of debtor
8.10.38	- documents served
8.10.39	- name of person making the service
8.10.40	The system generates and prints OCCUPANT NOTIFICATION OF ORDER FOR SALE OF DWELLING HEARING —same requirements as the above debtor notification of order for sale of dwelling hearing, except that manner of service is personal or posting.
8.10.41	The system scans and stores and any proof of service of DECLARATION FOR REHEARING ON HOMESTEAD EXEMPTION (EJ 182) (service by creditor 704.790 CCP).
8.10.42	DEBTOR NOTIFICATION
8.10.43	The system generates and prints a service ticket for serving ORDER FOR SALE OF DWELLING AND DECLARATION FOR REHEARING ON HOMESTEAD EXEMPTION (EJ 182) on the debtor, and captures:
8.10.44	- date of service
8.10.45	- names of documents served
8.10.46	- manner of service: personal or mail
8.10.47	- name of debtor served
8.10.48	- name of spouse served, if any
8.10.49	- name of attorney served, if any
8.10.50	The system generates and prints a service ticket for serving ORDER FOR SALE OF DWELLING AND DECLARATION FOR REHEARING ON HOMESTEAD EXEMPTION (EJ 182) on the occupant—same requirements as above for service on debtor, except that manner of service is personal or posting, and spouse and attorney are excluded.
8.10.51	The system validates that the date of service on the occupant was not later than 10 days after the issuance of the Order for Sale of Dwelling.

8.10.52	The system scans, and captures relevant data from, the DECLARATION FOR REHEARING ON HOMESTEAD EXEMPTION (EJ 182) completed by the debtor, spouse or attorney, and filed with the levying officer 704.790 CCP.
8.10.53	- date of receipt of the Declaration for Rehearing on Homestead Exemption (EJ 182)
8.10.54	- date of filing the Declaration for Rehearing on Homestead Exemption (EJ 182) with the court
8.10.55	- employee filing the with the court
8.10.56	If a declaration for rehearing on homestead exemption is received, the system:
8.10.57	validates that the Declaration for Rehearing on Homestead Exemption (EJ 182) was received no later than 10 days after service of Order for Sale of Dwelling and Declaration for Rehearing on Homestead Exemption (EJ 182) on the debtor, spouse or attorney:
8.10.58	if valid, stays the setting of a sale until receipt of a further court order.
8.10.59	The system scans the ORDER FOR SALE OF DWELLING CCP 704.780, capturing:
8.10.60	- date of issuance
8.10.61	- name of Judge/Commissioner who signed the order
8.10.62	- date of receipt
8.10.63	- whether the debtor, debtor's spouse or their attorney appeared at the hearing
8.10.64	- clerk's certificate
8.10.65	- if order to sell granted:
8.10.66	–if homestead exemption granted:
8.10.67	- statement ordering sale
8.10.68	- statement granting exemption
8.10.69	- homestead exemption amount
8.10.70	- fair market value
8.10.71	- lienholder liens:
8.10.72	- amount
8.10.73	- name and address of lienholders
8.10.74	–If homestead exemption denied:
8.10.75	- statement denying exemption
8.10.76	- statement ordering sale
8.10.77	- if order to sell denied:
8.10.78	–statement denying order for sale
8.10.79	–statement that sale is not likely to produce a bid high enough to satisfy any part of the judgment creditor's judgment CCP § 704.780(b)
8.10.80	If the levying officer failed to receive a bid for the property's fair market value at the original sale, and an ADDITIONAL ORDER FOR SALE (CCP 704.800(b)) is received, the system scans it and capture the relevant data.
8.10.81	- Grants permission to accept a bid exceeding the total liens and encumbrances only
8.10.82	- New Order For Sale
8.11.1	The system captures the following information in setting a SALE DATE :
8.11.2	–date of sale
8.11.3	–time of sale (warn user if not between 9:00 a.m. and 5:00 p.m.)
8.11.4	–place of sale (warn user if not within LA County)

8.11.5	The system validates that the sale date is no earlier than 30 days from the date it is set (20 days from the date the notices of sale are mailed, posted, and published, plus 10 days to prepare the notices)
8.11.6	The system prevents a user from setting a sale date if:
8.11.7	– Release option (stops all processes and releases the levy)
8.11.8	– Lienholder instructions have not been received
8.11.9	– Pending stay for:
8.11.10	–bankruptcy
8.11.11	–third party claim
8.11.12	–court order
8.11.13	– Levy lien period expires before sale date (levy lien expiration date = writ issuance date + 2 years)
8.11.14	– Judgment period expires before sale
8.11.15	– Writ has already been returned
8.11.16	For a writ of execution in which the debtor is a natural person AND the property is not a leasehold estate with unexpired term of less than 2 years AND property contains a dwelling, the system also prevents a user from setting a sale date if:
8.11.17	–application, OSC, application and notice of hearing have not been received timely
8.11.18	–proof of service of declaration for rehearing on homestead exemption (EJ 182) has not been received timely
8.11.19	–there is a pending stay for second chance hearing
8.11.20	The system also prevents a user from setting a sale date until at least 120 days after service of notice of levy on debtor (plus mailing extension of 5, 10, or 20 days) for:
8.11.21	• a writ of execution in which the debtor is an artificial entity AND/OR the property is a leasehold estate with an unexpired term of less than 2 years AND/OR the property does NOT contain a dwelling
8.11.22	• a writ of sale on foreclosure WITHOUT a deficiency judgment 701.545 CCP
8.11.23	• a writ of sale on a foreclosure on a Mello-Roos assessment AND the property contains a dwelling for more than 4 families 701.540, 545 CCP; 8832 STS HWYS
8.12.1	For a writ of execution or a writ of sale, the system calculates a MINIMUM BID by totaling various items (see Statement of Work Exhibit B-7, Workflows): 701.620, CCP
8.12.2	The System advises the user to confirm Creditor's instructions to accept a bid for an amount not less than the total the above (labor claims, state tax liens and third party pay off).
8.12.3	The system advises the user to issue a release if the total liens and encumbrances amount is not bid.
8.12.4	For foreclosures, the system calculates the amount of each indebtedness with interest and costs on the date of sale. 726 CCP
8.12.5	For foreclosures, the system calculates the total indebtedness with interest and costs on the date of sale.
8.13.1	For a writ of sale on a judgment of partition, the system prompts the user to mail a notice of sale to every party who has appeared in the action (listed in the interlocutory judgment). 726, 716.020
8.14.1	The system generates and prints a NOTICE OF SALE containing:
8.14.2	– date of sale
8.14.3	– time of sale between 9:00 a.m. and 5:00 p.m.
8.14.4	– place of sale within the county

8.14.5	– description of the interest to be sold
8.14.6	– legal description of the property
8.14.7	– Assessor's Parcel Number (APN)
8.14.8	– common address, if applicable
8.14.9	– directions to the property or a statement in the notice that the officer will provide directions upon written or oral request.
8.14.10	– Control Branch employee issuing Notice of Sale
8.14.11	– Control Branch name, address and telephone number
8.14.12	– name and address of the requestor (plaintiff's attorney or plaintiff without an attorney)
8.14.13	– Authority name and address
8.14.14	– case number of court or state agency
8.14.15	– levying officer file number
8.14.16	– date of issuance of Notice of Sale (EXCEPT MATRIX D)
8.14.17	– name of employee issuing Notice of Sale (EXCEPT MATRIX D)
8.14.18	– statement "Prospective bidders should refer to CCP 701.510 to 701.680, inclusive, for provisions governing the terms, conditions, and effect of the sale and the liability of defaulting bidders." 701.547 CCP
8.14.19	– minimum bid amount, if any 701.620 CCP
8.14.20	For a writ of execution in which the debtor is an artificial entity AND/OR property is a leasehold estate with an unexpired term of less than 2 years, the notice of sale also contains:
8.14.21	– principal parties that show in favor of what party and show against which principal party
8.14.22	For a writ of sale on a judgment of partition, the notice of sale also contains:
8.14.23	– statement that sale shall be by public and/or private auction as provided by the interlocutory judgment 873.520, 873.530 CCP
8.14.24	– any manner, terms or conditions of sale as provided by the interlocutory judgment 873.610 CCP
8.14.25	– whether lots or parcels shall be sold separately as provided by the interlocutory judgment 873.620 CCP
8.14.26	– any terms for selling the property on credit as provided by the interlocutory judgment 873.630 CCP
8.14.27	– any manner of notice of sale in addition to the notice of sale required for an execution sale as provided by the interlocutory judgment 873.640 CCP
8.14.28	– prescribes the contents of the notice of sale as provided by the interlocutory judgment including: 873.650 CCP
8.14.29	·property description
8.14.30	·statement of the principal terms of the sale
8.14.31	·date and place where bids for a private sale will be received date of sale
8.14.32	For a writ of sale on a foreclosure with a deficiency judgment, the notice of sale also contains:
8.14.33	– statement indicating the property is subject to redemption
8.14.34	– redemption period
8.14.35	– amount of secured indebtedness with interest and costs
8.14.36	– amount of indebtedness with interest and costs per parcel on the date of sale
8.14.37	– total amount of indebtedness with interest and costs per parcel on the date of sale
8.14.38	For a writ of sale on a foreclosure WITHOUT a deficiency judgment, the notice of sale also contains:

8.14.39	– amount of indebtedness with interest and costs
8.15.1	The system records information regarding the service, publication, and posting of the notice of sale:
8.15.2	Service on each lienholder and third party—does not apply where there is no minimum bid
8.15.3	– date and time of service by mail of the Notice of Sale
8.15.4	– name(s) and address(es) of party served
8.15.5	– name employee making the service
8.15.6	Service on debtor
8.15.7	– date and time of service of the Notice of Sale
8.15.8	– method of service: personal or mail
8.15.9	– name(s) and address(es) of debtor(s) served
8.15.10	– name employee making the service
8.15.11	Service by publication 701.540 CCP, 6063 GC
8.15.12	–name and address of the News Service Provider responsible for the publications
8.15.13	–electronic copies of all publications
8.15.14	–date of publication and name of the general circulation newspaper’s for the 1st publication
8.15.15	–date of publication and name of the general circulation newspaper’s for the 2nd publication
8.15.16	–date of publication and name of the general circulation newspaper’s for the 3rd publication
8.15.17	–electronic copy newspaper invoice
8.15.18	–newspaper invoice amount(s) and date(s)
8.15.19	–invoice amount
8.15.20	–name employing capturing completing the service ticket
8.15.21	Public posting 701.540 CCP
8.15.22	– date, time and address of posting
8.15.23	– employee who posted the Notice of Sale
8.15.24	Posting on property
8.15.25	– date and time the Notice of Sale was posted on the property
8.15.26	– address posted
8.15.27	– additional parcel posted
8.15.28	– employee who posted the Notice of Sale
8.15.29	Service on occupant
8.15.30	– date, time and address of service
8.15.31	– name of occupant served, if any
8.15.32	– method of service on the occupant: personal, leaving with occupant’s agent, or no service
8.15.33	– additional parcel posted
8.15.34	– employee who posted the Notice of Sale
8.15.35	– requestor on the writ
8.15.36	– any other requestor submitting a written request
8.15.37	– date of mailing the Notice of Sale to the requestor
8.15.38	– employee mailing the Notice of Sale
8.16.1	The system validates that the:
8.16.2	– 1st publication is not less than 20 court day days prior to the sale

8.16.3	– 2nd publication is not more than two weeks prior to the sale and not less than 5 days after the 1st publication
8.16.4	– 3rd publication is not more than one week prior to the sale but not less than 5 days after the 2nd publication.
8.16.5	The system validates that the date of posting is not less than 20 days prior to the date of sale.
8.16.6	The system validates that posting was made in the:
8.16.7	- city where the property is to be sold if it is to be sold in a city, or
8.16.8	- county in which the property is to be sold if it is not to be sold in a city.
8.17.1	The system requires the user to reschedule a sale if the Notices of Sale were sent less than 20 days prior to the Sale Date that was set: (729.010 701.540 CCP)
8.17.2	• Mailed or served on Debtor
8.17.3	• Mailed or served on Occupant
8.17.4	• Mailed to lienholders
8.17.5	• Posted in public place and on property
8.17.6	• Published
8.18.1	The system captures the SALE information:
8.18.2	– date of sale
8.18.3	– name and address of purchaser
8.18.4	– sale amount, and price paid for each parcel
8.18.5	– wooden money amount greater than the minimum bid
8.18.6	– credit bid:
8.18.7	–deposit amount
8.18.8	–interest
8.18.9	–balance
8.18.10	–due date for credit bid
8.18.11	–date balance received
8.19.1	The system calculates the credit bid: 701.590 CCP
8.19.2	– deposit = \$5000 or 10% of the purchase price whichever is greater
8.19.3	– remainder = purchase price – deposit
8.19.4	– interest = 10% from date of sale to date of payment
8.19.5	– total = remainder + interest
8.20.1	The system calculates Documentary Transfer Tax—current rates are:
8.20.2	Culver City \$4.50 \$1,000
8.20.3	Los Angeles City \$4.50 \$1,000
8.20.4	Los Angeles County \$0.50 \$500
8.20.5	Pomona \$2.20 \$1,000
8.20.6	Redondo Beach \$2.20 \$1,000
8.20.7	Santa Monica \$3.00 \$1,000
8.20.8	The system prints a Declaration of Documentary Transfer Tax in the following format:
8.20.9	– DDT amount agency \$ ____ computed on full value of property conveyed (purchase price)
8.20.10	– date of receipt of the Documentary Transfer Tax
8.20.11	– name and address of purchaser
8.20.12	– amount
8.20.13	– date of payment to Recorder
8.20.14	– manner of payment: county warrant; ECAPS journal voucher; Purchaser's check

8.20.15	The system validates receipt of the correct DTT amount from the purchaser.
8.21.1	For writs of sale on Mello-Roos assessment foreclosures:
8.21.2	<ul style="list-style-type: none"> • If the property is sold for less than the original minimum bid required by 8832 STS HWY, the system scans the purchaser's certificate indicating compliance with 8836(f) STS HWY (bar against purchase by defendant or security holder.)
8.21.3	<ul style="list-style-type: none"> • The system advises the user that the DTT is not required if the city creditor is the purchaser. 11922 REV
8.22.1	The system generates and prints a DEED containing: 701.660, 701.670 CCP
8.22.2	– name and address of the purchaser
8.22.3	– statement indicating the sale was made pursuant to a writ of execution (money judgment)
8.22.4	– document tax
8.22.5	– name and address of purchaser
8.22.6	– name and last known address of the debtor
8.22.7	– name and address of the creditor (or creditor's attorney)
8.22.8	– date of issuance of the writ
8.22.9	– date of entry of judgment
8.22.10	– date(s) of renewal of judgment
8.22.11	– legal description of the property
8.22.12	– Assessor's Parcel Number (APN)
8.22.13	– common address of the property, if any
8.22.14	– authority name and address (court or state agency)
8.22.15	– case number
8.22.16	– Case Title
8.22.17	– date of sale
8.22.18	– amount of sale
8.22.19	– issuance date of the deed
8.22.20	– name of the employee issuing the deed
8.22.21	– Levying Officer Name and Address
8.22.22	For a writ of sale on a foreclosure with a deficiency judgment, the deed also contains: 729.040 CCP
8.22.23	– statement that the property is subject to redemption
8.22.24	– redemption period
8.22.25	– issuance date of the Certificate of Sale
8.22.26	– name of the employee issuing the Certificate of Sale
8.23.1	The system captures the following information on RECORDING THE DEED :
8.23.2	– method of recording: personal, mail, electronic (27390 GC)
8.23.3	– date of recording of notarized deed
8.23.4	– recorder's number
8.23.5	– Documentary Transfer Tax:
8.23.6	–date paid to county recorder
8.23.7	–Amount
8.23.8	–employee making payment
8.23.9	–method of payment: warrant, cash, ECAPS journal voucher
8.23.10	The system captures the following information from the notarized deed or release:
8.23.11	– name of document notarized
8.23.12	– date of notarization
8.23.13	– method of notarizing: personal, electronic

8.23.14	– amount of notary fee
8.23.15	– employee paying the notary fee
8.23.16	– method of payment: cash, warrant
8.23.17	If the deed is recorded electronically, the system captures:
8.23.18	– name of the notary
8.23.19	– the words “Notary Public”
8.23.20	– the name of the county where the bond and oath of office of the notary are filed
8.23.21	– The sequential identification number assigned to the notary, if any
8.23.22	– the sequential identification number assigned to the manufacturer or vendor of the notary's physical or electronic seal, if any.
8.24.1	The system captures the following information on the RELEASE of the levy:
8.24.2	– Pursuant to one of the following:
8.24.3	- requestor's instructions
8.24.4	- court order
8.24.5	- bankruptcy code
8.24.6	- expiration of the levy lien period—485.510 CCP—writ of attachment = 3 years; writ of execution or sale = 2 years; could be extended
8.24.7	- expiration of the judgment
8.24.8	- minimum bid not reached (if applicable)
8.24.9	- judgments and costs paid
8.24.10	- failure to pay third party claim by lienholder
8.24.11	For a writ of sale on a foreclosure with a deficiency judgment, the following are additional grounds for release:
8.24.12	- failure to deposit redemption amount 729.080 CCP
8.24.13	- failure to deposit additional redemption amount 729.080 CCP
8.25.1	The system generates and prints a document for RECORDING THE RELEASE , containing:
8.25.2	–document/instrument number
8.25.3	– date the levy was recorded
8.25.4	– legal description of the property to be released
8.25.5	– Assessor's Parcel Number (APN)
8.25.6	– reason for Release
8.25.7	– document that Release is pursuant to (if any)—requestor's instructions, court order, or receipt of claim and cost
8.25.8	– issuance date of release
8.25.9	– employee issuing release
8.25.10	– Control Office name, address and telephone number
8.25.11	– Case number
8.25.12	– Case Title
8.25.13	The system captures the following information on recording the release:
8.25.14	– date and time of recording as evidenced by the recorder's stamp
8.25.15	– recorder's document number
8.25.16	– name and title of person (levying officer or registered process server) who recorded the levy
8.25.17	– Control Branch name and address
8.25.18	– Recorder fee:
8.25.19	–Amount
8.25.20	–Method of payment: cash or warrant

8.25.21	– County warrant number (if warrant)
8.25.22	– ECAPS transfer (if warrant)
8.25.23	– payment date
8.26.1	The following items apply only to a writ of sale on foreclosures with a deficiency judgment:
8.26.2	REDEMPTION NOTICE 729.050 CCP —The system must calculate the redemption period:
8.26.3	– 3 months after the date of sale if the sale proceeds satisfy the indebtedness with interest and costs: indebtedness and costs satisfied = sale date + 3 months
8.26.4	– 1 year after the date of sale if the sale proceeds do not satisfy the indebtedness with interest and costs: indebtedness and costs unsatisfied = sale date + 1 year
8.26.5	The system must print the NOTICE OF RIGHT TO REDEMPTION .
8.26.6	The system must generate and print a NOTICE OF SALE containing:
8.26.7	– date of sale
8.26.8	– description of the interest to be sold
8.26.9	– legal description of the property
8.26.10	– Assessor’ s Parcel Number (APN)
8.26.11	– common address, if applicable
8.26.12	– name and last known address of debtor
8.26.13	– Control Branch employee issuing Notice of Sale
8.26.14	– Control Branch name, address and telephone number
8.26.15	– Authority name and address
8.26.16	– case number of court or state agency
8.26.17	– levying officer file number
8.26.18	– date of mailing the notice of right to redemption
8.26.19	– name of employee issuing the notice
8.26.20	– statement indicating the property is subject to redemption
8.26.21	– redemption period
8.26.22	– amount of secured indebtedness with interest and costs
8.26.23	The system must capture:
8.26.24	– date of mailing of the notice of sale
8.26.25	– manner of service—personal or mail
8.26.26	– name and address of debtor to whom the notice of sale was mailed
8.26.27	– name of employee mailing notice.
8.26.28	The system must print a CERTIFICATE OF SALE 701.670, 729.040 CCP containing:
8.26.29	– name and address of the purchaser
8.26.30	– statement indicating the sale was made pursuant to a writ of sale
8.26.31	– name and address of the purchaser
8.26.32	– statement indicating the sale was made pursuant to a writ of sale
8.26.33	– name and last known address of the debtor
8.26.34	– name and address of the creditor
8.26.35	– date of issuance of the writ
8.26.36	– date of entry of judgment
8.26.37	– date(s) of renewal of judgment
8.26.38	– legal description of the property
8.26.39	– Assessor’s Parcel Number (APN)

8.26.40	– common address of the property, if any
8.26.41	– authority name and address (court or state agency)
8.26.42	– case number
8.26.43	– Case Title
8.26.44	– date of sale
8.26.45	– price for each parcel
8.26.46	– total price
8.26.47	– statement that the property is subject to redemption
8.26.48	– redemption period
8.26.49	– issuance date of the Certificate Of Sale
8.26.50	– name of the employee issuing the Certificate of Sale
8.26.51	– Levying Officer Name and Address
8.26.52	The system must prompt the user to promptly issue and print a CERTIFICATE OF REDEMPTION (729.080 CCP) and a duplicate certificate of redemption when the redemption amount or court ordered redemption amount is tendered to the purchaser containing:
8.26.53	– name and address of the purchaser
8.26.54	– statement indicating the sale is terminated and the redeemer is restored to the estate
8.26.55	– name and last known address of the debtor
8.26.56	– name and address of the creditor
8.26.57	– date of issuance of the writ
8.26.58	– date of entry of judgment
8.26.59	– date(s) of renewal of judgment
8.26.60	– legal description of the property
8.26.61	– Assessors Parcel Number (APN)
8.26.62	– common address of the property, if any
8.26.63	– authority name and address (court or state agency)
8.26.64	– case number
8.26.65	– Case Title
8.26.66	– date of sale
8.26.67	– issuance date of the certificate of redemption
8.26.68	– name of the employee issuing the certificate of redemption
8.26.69	– Levying Officer Name and Address
8.26.70	If the purchaser refuses the tender of the redemption amount, the system must:
8.26.71	• capture the date of receipt of the tendered redemption (county warrant payable to the purchaser.) 729.080 CCP
8.26.72	• advise the user to deposit the returned in the county treasury payable to the purchaser.
8.26.73	The system must prompt the user to print the deed when:
8.26.74	- the redemption amount is not received by the end of the redemption period
8.26.75	- the additional amount required by court is not received within 10 days after issuance of the order.
9.0	9. Vehicle Inspection
9.1	Vehicle inspection date defaults to current date, but user can edit.
9.2	The system directs user to select the agency that issued the Certificate of Correction as the authority, and the citation number as the authority's case number.
9.3	The system directs the user to enter the name of the employee who actually conducted the inspection in the appropriate data field.

9.4	When a customer brings a vehicle to be inspected with more than one fix-it ticket, the user can process all the citations without having to re-enter the repeating data.
9.5	The user can void a vehicle inspection once it is entered on a given case. System must capture appropriate reason for voiding the vehicle inspection process.
9.6	System must record the voided transaction in the Case Summary system component once it is processed.
10.0	10. Writ
10.1	The screen for capturing Writ information is mapped to the layout of the Judicial Council form for each Writ Type. (See Appendix A.)
10.2	All of the information on the Judicial Council form has a corresponding data element in ACES. (This may involve additional data elements beyond the key data elements specified in this RFP. See Appendix A.)
10.3	If the Case's Court or Authority Type ≠ government agency, then the system allows only one Writ to be associated with that Case.
10.4	The system auto-calculates various dates, amounts, etc. based on rules, such as those indicated in the data elements list above. These rules are table-driven, so that system administrators can revise these rules from time to time without having to change program code.
10.5	The system calculates monthly interest, penalties, etc.
10.6	The system calculates daily interest based on a determination of the daily interest rate x each day's judgment balance.
10.7	TOTAL INTEREST (CCP685.030)
10.8	The system calculates total amount of interest:
10.9	a. LUMP SUM PAYMENT
10.10	Not EWO = TOTAL INTEREST = DAILY INTEREST AMOUNT X NUMBER OF DAYS FROM ISSUANCE OF WRIT TO DATE OF LEVY
10.11	EWO = TOTAL INTEREST = ISSUANCE OF ORDER TO DATE OF ISSUANCE OF WITHHOLDING
10.12	b. PARTIAL PAYMENT
10.13	TOTAL INTEREST = ISSUANCE DATE OF WRIT TO DATE OF RECEIPT
10.14	The system calculates projected fees, based on rates and formulas that system administrators can change from time to time. Current formulas and rates are:
10.15	=Vehicle levy fee + daily storage rate x 15 days + towing + sale cost
10.16	= Extended Keeper Levy Fee + \$480.00 Keeper's Fee x Number of Levy Days + Daily Levy Fee (excluding first levy day) + Locksmith fee + Miscellaneous
10.17	= 8 hour Keeper Levy Fee + \$120.00 Keeper's Fee + Locksmith fee + Miscellaneous
10.18	= 12 hour Keeper Levy Fee + \$240.00 Keeper's Fee + Locksmith fee + Miscellaneous
10.19	The system calculates costs based on the levying officer costs (statutory sheriff's costs)--see appendix B.
10.20	The system tracks all fees and costs pertaining to the Writ (from Service Requests, etc.).
10.21	The system includes a sales calculator to calculate the projected ATS and a detailed ledger displaying the various projected costs after sale including:
10.22	• Collections To Date
10.23	• Projected Costs & Interest to Date
10.24	o Interest
10.25	o Sheriff's Costs (includes)
10.26	• Prior costs
10.27	• Sale Costs
10.28	• Preliminary change of ownership
10.29	• Notary fees for issuance of deed

10.30	• Survey Monument Fee
10.31	• RPC Recorder Fee & Additional pages
10.32	• County and/or City Document Transfer Tax (based on purchase price)
10.33	o Collections to date
11.0	11. Public Defender
11.1	Public Defenders and Alternate Public Defenders access only the “Public Defender” components of ACES, primarily to enter and search subpoenas.
11.2	System should allow the adding of additional agencies. (Outside Agencies would have limited viewing/editing of data)
11.3	System administrator can activate or deactivate user rights to create subpoenas.
11.4	System distinguishes a public defender from an alternate public defender.
11.5	Access controls prevent Public-Defender users from viewing cases (subpoenas, witnesses, etc.) entered by Alternate Public Defender, and vice versa.
11.6	Subpoenas can be searched based on any data field associated with the subpoena.
11.7	System routes the subpoena to a default CMU office for service, based on the geographical location of the service address.
11.8	System must display the Subpoena transaction in the Case Summary.
11.9	System generates a service request for the subpoena.
11.10	System prints the following:
11.11	• Service Ticket with barcode of service request number
11.12	• Subpoena Duces Tecum & Declaration in support.
11.13	• Subpoena
11.14	System must allow the user to enter more than one service attempt for each Service request.
11.15	System displays the disposition of the subpoena in the Case Summary.
11.16	System ensures that the service return for the court is sent to the subpoenaing party.
11.17	If the service is being made for a minor (underage witness) system prints two copies of the subpoena need to be served.
11.18	Parent will be served as well, could be at a different location.
12.0	12. Supplementals
12.1	Users can enter information about supplemental proceedings: exemptions, third-party claims, bankruptcies, and court-ordered stays.
12.2	The system associates supplemental proceedings with all service request(s) that are affected by the supplemental proceeding.
12.3	The system warns the user if a claim of exemption that is being entered has a receipt date beyond the time to file a claim of exemption.
12.4	Based on business rules that system administrators can configure, the System automatically calculates the last day for
12.5	• The creditor to file an opposition to exemption and
12.6	• Notice of Exemption hearing
12.7	System automatically schedules any refund of collections to the debtor within one business day.
12.8	For a court order other than an EWO levy, the system must calculate the release date based on the manner of service of the Order Determining the Claim of Exemption.
12.9	System automatically calculates release date based on business rules that system administrators can configure. Release dates can be displayed on reports.
12.10	System generates a report identifying all releases that have not been processed.
12.11	Users can print the following types of “Release Notices” (See Appendix ????? for a sample of “Release Notice Letter”)

12.12	• Release directed to a vendor that includes storage costs e.g. Garage
12.13	• Release directed to a garnishee
12.14	• Modification of Earning Withholding Order
12.15	For a claim of exemption, the system automatically calculates and stores the projected release date, and recalculates this whenever any change is made to claim.
12.16	The system automatically indicates that a claim of exemption is approved when the associated court order was taken off calendar.
12.17	The system calculates the appeal expiration date.
12.18	The system maintains a daily calendar showing projected events such as appeal expiration dates, release dates, etc.
12.19	Users can view and print a list of all appeals that have not been processed.
12.20	Users can view a list of service requests on which a third-party claim of exemption is based.
12.21	System invalidates a third-party claim of exemption if it is entered after the associated property has been sold or if the property has been paid or released.
12.22	Users can generate a letter to the creditor demanding payment of a third-party undertaking, including payment due date and amount of third-party claim.
12.23	System advises the user to send the third-party claim and undertaking to the court on the date of receipt of the notice of hearing.
12.24	Users can generate a report listing cases in which a third-party claim and undertaking have not been sent to court. Users can select other data elements to be included in the report.
12.25	The system automatically calculates future release dates, deadlines, etc. based on business rules that system administrators can configure.
13.0	13. Case Management
13.1	The system displays a list of all active levies/writs on a case, so the user can select the one of these for more detail displayed. When there is only one, the system displays the detail for it and notes that there is only one active levy/writ on that case.
13.2	If the user indicates that a stay results in a partial release of property, then the system automatically displays the relevant information and recalculates the ATS.
13.3	If a bankruptcy is added onto a case, the system automatically adds all three types of stay on the case.
13.4	System administrators can configure the case summary display, and select various data elements to include. Selected stay data, lift data, etc. can be among these data elements.
13.5	The case summary contains current status as well as the history of selected types of transactions in the case. Selected transactions could include stays, lifts of stays, etc.
13.6	The system automatically schedules payouts (disbursements) for funds collected, when they are ready to be paid out.
13.7	The system must allow a user to prevent a payout at any point in the process.
13.8	ACES must allow one case (court case) to have multiple levies
13.9	The levies assigned to a case must be independent of other levies. (Closing one levy does not effect the status of the other levies)
14.0	14. Restraining Orders
14.1	The system must have parameters to utilize check boxes for documents received and documents that are required.
14.2	The system must capture the date of receipt, date of termination order and termination reason.
14.3	The system must capture the date of receipt of proof of service and date and time of service by whom and agency

14.4	The system must have parameters for warning the user of dates that does not allow the minimum amount of service time, e.g., date is less than 5 days for a hearing.
14.5	The system must calculate the last day for service for the Sheriff to exclude weekends and holidays for service ticket.
14.6	The system must indicate whether the order is for "move out" "In Custody" "In Court" on the process screen.
14.7	The system must allow entry of the same FCN with a different court code.
14.8	The system must capture the court that issued a document and the court that held the hearing.
14.9	The system must be able take items assigned to a case and reassign them to another valid case. (Court could consolidate two case numbers into one).
14.10	Show the protected persons and restrained persons name on case summary screen.
14.11	System must allow the editing of the Protective Party and Restrained Party.
14.12	The system must handle multiple FCNs for more than 9 additional Protected Persons.
14.13	For cases that have multiple FCNs the system must list all of the associated FCNs and corresponding Restrained Persons.
14.14	The system must allow the user to change the court code.
14.15	The system must capture alias sent from CARPOS
14.16	The system must create a log of creation, update, etc.. to the process.
14.17	The system must include timestamp on all comments.
14.18	The system must have the FCN# viewable on the case screen.
14.19	The system must allow the selection of multiple trust account types with the ability to change to a fee waiver for Forma Pauperis transactions.
14.20	The system will warn the user if hearing/expiration date for CH-120 or WV-120 exceeds 22 calendar days from the Issue Date
14.21	The system will warn the user if hearing/expiration date for DV-110 or EA-120 exceeds 25 calendar days from the Issue Date
15.0	15. Bankruptcy
15.1	BANKRUPTCY DATA ENTRY FORMS
15.2	<ul style="list-style-type: none"> The system displays a matrix resembling the following federal forms to capture data elements:
15.3	o Bankruptcy petition
15.4	o Schedule H (Co-Debtor) form
15.5	o Lift Documents, e.g. Clerk certificate In ER 11USC362(b)(22), (23): Court Orders
15.6	o Removal
15.7	o Remand
15.8	o Abandonment
15.9	o Conversion
15.10	<ul style="list-style-type: none"> Users can enter the data elements for each type of bankruptcy action as depicted the <u>Bankruptcy Petition Matrix Table</u>.
15.11	PENDING ACTIVITIES
15.12	When a user enters a bankruptcy, the system displays a summary of the associated:
15.13	<ul style="list-style-type: none"> Unserved SERVICE REQUESTS
15.14	<ul style="list-style-type: none"> Served LEVY SERVICE REQUESTS
15.15	<ul style="list-style-type: none"> Collections not scheduled for disbursement
15.16	<ul style="list-style-type: none"> Scheduled disbursements for approval
15.17	<ul style="list-style-type: none"> Supplemental proceedings
15.18	STAY FEATURE

15.19	As soon as a bankruptcy is established in the system, the system by default suspends (STAY) all of the following actions associated with that bankruptcy:
15.20	<ul style="list-style-type: none"> Collecting levied funds
15.21	<ul style="list-style-type: none"> Disbursing levied funds
15.22	<ul style="list-style-type: none"> Transferring levied property
15.23	<ul style="list-style-type: none"> Selling levied property
15.24	As soon as a bankruptcy is established in the system, the system prompts the appropriate user to cancel any unserved service requests except support EWOs.
15.25	As soon as a bankruptcy is established in the system, the system prompts the appropriate user to release any levy service request served during the automatic stay period, stay any unserved service request, and prompt user to pull service ticket.
16.0	16. Case Archival
16.1	Periodically (daily, weekly, monthly, etc., which system administrators can select) the system automatically launches a process to (a) identify cases that meet the following conditions, and (b) initiate a controlled workflow to authorize the "closing" of those cases:
16.2	<ul style="list-style-type: none"> There is no stay or hold on the case
16.3	<ul style="list-style-type: none"> There are no future expiration dates pertaining to the case
16.4	<ul style="list-style-type: none"> Case fund balances are zero (ATS should be 0)
16.5	<ul style="list-style-type: none"> There are no pending fees, charges, invoices, or warrants related to the case
16.6	<ul style="list-style-type: none"> There has been no activity for more than 90 days
16.7	The system presents an appropriate user with a listing of cases identified as ready to be closed (meeting the conditions shown above), along with selected data about each case. The user may query for more details, then selects the cases to be closed.
16.8	When a case is "closed": (a) the case is no longer subject to transaction-processing workflows, (b) the case and all its associated service orders, writs, attachments, etc. can no longer be edited or added to, and (c) the case is no longer included in queries of open (active) cases.
16.9	By default queries are limited to open cases, however authorized users may also query closed cases if they so elect.
16.10	If a user needs to add or change data or attachments for a case that has been closed, the user initiates a system-controlled workflow to request and approve the temporary reopening of the case for a single update session.
16.11	If a case has been prematurely closed, the user initiates a system-controlled workflow to request and approve restoring the case to open status. The restored case contains all data and attachments as before it was closed.
16.12	Users can search closed cases using search criteria for the following data:
16.13	<ul style="list-style-type: none"> Case number
16.14	<ul style="list-style-type: none"> Authority or Court
16.15	<ul style="list-style-type: none"> CMU Office
16.16	<ul style="list-style-type: none"> Principal Party
16.17	<ul style="list-style-type: none"> Service Request
16.18	<ul style="list-style-type: none"> Comments
16.19	The system must keep all records after they are closed for 10 years.
16.20	The system must have an ability to export/save cases that are closed for 10 years or longer.
17.0	17. System Administration
17.1	System administrators can add and edit user accounts.
17.2	ACES is linked to the Sheriff's Department's network services so that single sign-on can be used with ACES.

17.3	The system pulls readily available user information from the LDAP directory.
17.4	The system will add new accounts and suspend terminated accounts to ACES based on the information pulled from the LDAP directory.
17.5	The system distinguishes read-only access rights from read-write access rights.
17.6	Access to ACES screens and functions derives from the user's assigned role.
17.7	A user's default role is based on his or her rank/position.
17.8	In addition to roles, access can vary based on additional factors such as the matching of the user's assigned CMU Office to the Case's Control Office, transaction dollar amount, etc.
17.9	Although each user is assigned to only one CMU Office at any point in time, some users can be given access rights to multiple offices within ACES.
17.10	System administrators can configure access roles and rights. (Roles will be based on system functions examples: edit, delete, approve, add users, etc... Rights will be based on the different types of service requests a user can perform.)
17.11	Once a user's default role is established, system administrators can individualize a user's access rights and customize actions they can perform.
17.12	An authorized user can generate a report showing users' roles, access rights, and individualized access (deviations from the user's default role).
17.13	System administrators can end active user sessions.
17.14	System administrators must have access to change all default data element values.
17.15	System administrators will be able to change the predefined system workflows.
17.16	The system administrators will be able to add, delete modify all forms, reports, notices, packets, etc.
17.17	The system will have user management components such as sorting by, searching by, and group by.

**COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT**

AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

**REQUEST FOR PROPOSALS
RFP# 399-SH**

**APPENDIX B
STATEMENT OF WORK:**

**EXHIBIT B-4
GENERAL REQUIREMENTS**

Please note: The General Requirements shown here are taken from Section 19 of the
System Requirements Matrix spreadsheet

Number	Requirement
19.0	19. General Requirements
19.1	Search Functions
19.2	Users can search for any major data entity (case, service request, keeper, transaction, etc.) with the search criteria based on any data element directly or indirectly associated with that entity. For example, search for all cases with an eviction service request. The search returns a list of items that meet the criteria.
19.3	Users can perform Boolean searches using multiple data elements as criteria.
19.4	The system not only returns a list of items that meet the search criteria, but also allows the user to select some additional data elements to be displayed for each item in the search results list. For example, in returning a list of cases, the system not only displays the case number but also the case title, control office, filing date, and creditor's name.
19.5	Users can sort search results by any data field returned.
19.6	Users can use wildcards in search queries.
19.7	When search results are displayed, the user can select one of the items to view more detail about it ("visit" the item). After the user is finished visiting an item the system re-displays the search results.
19.8	When search results are re-displayed, recently visited items are indicated.
19.9	When a user requests a search, the system does not display or query on any information outside of that user's access rights.
19.10	GIS (Geographic Information System)
19.11	System interfaces to the County GIS system (ArcGIS Server 10.0) for the following functions:
19.12	Validate the address for service.
19.13	Obtain an X & Y or a latitude and longitude set of coordinates for the service address.
19.14	Assign a Service Request to a Serving Office based on (a) the default territory assigned to each Serving Office, and (b) out-of-territory assignments when needed to equalize the workload backlog among Serving Offices.
19.15	Display a map showing the service location.
19.16	System indicates whether the address is a commercial or residential building. (This will allow the scheduling office to optimize the field service personnel's route, with Residential scheduled for morning or evening and commercial scheduled for day.)
19.17	The system can be used to maintain a daily schedule of field personnel (sworn and unsworn) availability, and to assign the Service Requests that each of those employees is to deliver on that day.
19.18	The daily schedule incorporates various business rules such as scheduling service at residential addresses during the morning and evening hours, and commercial addresses during business hours. System administrators can configure these business rules.
19.19	System must print a daily map for each field employee showing the scheduled Service Request stops assigned to that individual.
19.20	Miscellaneous Functions
19.21	Users can set personal reminders.
19.22	System maintains a calendar to schedule and display events including court holidays.
19.23	The system displays the user's queued tasks.

19.24	Supervisors (or higher) can assign tasks to users, within the scope of users' access rights.
19.25	When a warning or error messages is displayed to a user, that message is captured for ACES support personnel to later analyze.
19.26	Users can enter comments on items being reviewed or conversations. However, system administrators can configure some workflows so that reviewer comments cannot be entered.
19.27	Comments can only be edited by originator and/or a system administrator.
19.28	Users can scan, store, view, track and print the image of any document used by the system.
19.29	Users can display multiple related items for comparison. (Can view the Writ or Sheriff's instructions with the relevant data entry screen.)
19.30	From within the system, users can email documents to principal parties.
19.31	From within the system, users can fax documents to principal parties.
19.32	The system does not allow editing on the same case by two different users at the same time. (Viewing is allowed.)
19.33	The system logs all notifications, mailings, etc with the date, time, case, service request, and to whom it is directed.
19.34	Producing Envelopes for Mailing
19.35	For items to be delivered via U.S. Mail, the system calculates postage and prints certified mail labels or envelopes.
19.36	When the system prints addresses for envelopes to be sent via U.S. Mail, these addresses comply with U.S. Postal Service standards and regulations.
19.37	The system applies the correct capitalization to addresses.
19.38	External Interface Requirements
19.39	The system must manage error handling for inbound and outbound transmissions to all interfaces.
19.40	<u>Inbound</u>
19.41	JDIC/CARPOS
19.42	The system must monitor JDIC to capture all CARPOS information listed below.
19.43	Service Ticket Data
19.44	Service Ticket Number
19.45	FCN
19.46	Case Number
19.47	Date of Service
19.48	Time of Service
19.49	Served by (First and Last name)
19.50	Agency
19.51	Misc.
19.52	The system must capture new entry of service information from CARPOS.
19.53	The system must capture update entry of service information from CARPOS.
19.54	The system must capture termination of service information from CARPOS.
19.55	The system must capture proof of service information from CARPOS.
19.56	CSDWeb (This allows the public to view system records online.)
19.57	The system must monitor CSDWEB on a particular port and captures data.
19.58	REQUEST TYPE
19.59	CASE NUMBER
19.60	FCN
19.61	LAST NAME
19.62	ECAPS

19.63	A txt file is transferred (FTP) to ECAPS server by a nightly batch program.
19.64	File includes approved requisitions per day. There are 4 record types for one requisition that is linked to a case. There is also 1 trailing record type at the end of the file that shows the total number of records and money amount. Each record is 1670 character long. (Required fields are listed below)
19.65	1st record type
19.66	AMS-DOCUMENT
19.67	RECORD-TYPE
19.68	DOC-CAT
19.69	DOC-TYP
19.70	DOC-CD
19.71	DOC-DEPT-CD
19.72	DOC-UNIT-CD
19.73	DOC-ID
19.74	DOC-VERS-NO
19.75	AUTO-DOC-NUM
19.76	DOC-IMPORT-MODE
19.77	FILL
19.78	2nd record type
19.79	ABS-DOC-HDR
19.80	RECORD-TYPE
19.81	DOC-CD
19.82	DOC-DEPT-CD
19.83	DOC-UNIT-CD
19.84	DOC-ID
19.85	DOC-VERS-NO
19.86	DOC-NM
19.87	DOC-REC-DT-DC
19.88	DOC-BFY
19.89	DOC-FY-DC
19.90	DEC-PER-DC
19.91	DOC-DSCR
19.92	BANK-ACCT-CD
19.93	EXT-DOC-DSCR
19.94	3 rd record type
19.95	ABS-DOC-VEND
19.96	RECORD-TYPE
19.97	DOC-CD
19.98	DOC-DEPT-CD
19.99	DOC-UNIT-CD
19.100	DOC-ID
19.101	DOC-VERS-NO
19.102	DOC-VEND-LN-NO
19.103	VEND-CUST-CD
19.104	LGL-NM
19.105	ALIAS-NM
19.106	AD-ID

19.107	AD-LN-1
19.108	AD-LN-2
19.109	CITY
19.110	ST
19.111	ZIP
19.112	CTRY
19.113	CNTY
19.114	CNTAC-ID
19.115	PRIN-CNTAC
19.116	VOICE-PH-NO
19.117	VOICE-PH-EXT
19.118	EMAIL-AD
19.119	FAX-PH-NO
19.120	FAX-PH-EXT
19.121	WEB-AD
19.122	VEND-DISB-CAT
19.123	SCHED-PYMT-DT
19.124	DISB-PRTY-CD
19.125	DFLT-DISC-FRMT
19.126	HDLG-CD
19.127	VEND-SNGL-CHK-FL
19.128	PAY-THIRD-PTY
19.129	DISC-FLDS
19.130	LGCY-SYSTM
19.131	LGCY-REF-CD
19.132	FILL
19.133	4th record type
19.134	ABS-DOC-ACTG
19.135	RECORD-TYPE
19.136	DOC-CD
19.137	DOC-DEPT-CD
19.138	DOC-UNIT-CD
19.139	DOC-ID
19.140	DOC-VERS-NO
19.141	DOC-VEND-LN-NO
19.142	DOC-ACTG-LN-NO
19.143	EVNT-TYP-ID
19.144	ACTG-TMPL-ID
19.145	ACTG-LN-DSCR
19.146	LN-AM
19.147	BFY
19.148	FY-DC
19.149	PER-DC
19.150	VEND-INV-NO
19.151	VEND-INV-LN-NO
19.152	VEND-INV-DT
19.153	TRKG-DT

19.154	CHK-DSCR
19.155	RFED-GROUP
19.156	FUND-CD
19.157	SFUND-CD
19.158	DEPT-CD
19.159	UNIT-CD
19.160	PROT-FLD
19.161	BSA-CD
19.162	PROT-FLD2
19.163	SVC-FRM-DT
19.164	SVC-TO-DT
19.165	SPC-INST-CD
19.166	FILL
19.167	5th record type
19.168	TRL-RECORD
19.169	TRL-ID
19.170	TRL-FILE-NAME
19.171	TRL-COUNT-ALL
19.172	TRL-COUNT-HDR
19.173	TRL-SUM-AMT1
19.174	TRL-SUM-AMT2
19.175	FILL
19.176	<u>Outbound</u>
19.177	TROweb
19.178	ACES shall send scanned images of the completed proof of service to TROWeb. TROWeb shall be updated within ten (10) minutes of the file being entered into ACES.
19.179	SharePoint
19.180	The system must submit a delimited text file to SharePoint whenever scanned images are entered for a TRO in the system.
19.181	Service Ticket Data
19.182	Service Ticket Number
19.183	FCN
19.184	Case Number
19.185	The system must push the data elements from the Service Ticket Data to the SharePoint system in a recognizable delimited format.
19.186	ECAPS
19.187	The System transfers (FTP) a text file to the ECAPS server by a nightly batch program. File contains approved payment requisitions for that day. There are 4 record types per payment requisition. There is also 1 trailing record type at the end of the file that shows the total number of records and money amount. Each record is 1670 character long. Required fields are listed below.
19.188	ECAPS-WARRANT-POSTBACK
19.189	FILL1
19.190	ORG
19.191	FILL1A
19.192	CHK-NO

19.193	CHK-ISS-DT
19.194	REDEFINE CHK-ISS-DT
19.195	CHK-ISS-DT-MM
19.196	SLASH1
19.197	CHK-ISS-DT-DD
19.198	SLASH2
19.199	CHK-ISS-DT-CCYY
19.200	REDEFINE #CHK-ISS-DT-CCYY
19.201	CHK-ISS-DT-CC
19.202	CHK-ISS-DT-YY
19.203	CHK-AMT
19.204	REDEFINE #CHK-AMT
19.205	CHK-AMT-3
19.206	CHK-AMT-12
19.207	FILL2A
19.208	MAPAS-KEEPER
19.209	FILL2B
19.210	APPL
19.211	LGCY-REF
19.212	REDEFINE
19.213	LGCYREF-CSE
19.214	LGCYREF-DIV
19.215	LGCYREF-CRT
19.216	LGCYREF-SFX
19.217	DISB-STATUS
19.218	DISB-UPDATE-DATE
19.219	ACTG-LN-DSCR
19.220	REDEFINE #ACTG-LN-DSCR
19.221	MAPAS-REQ-NUM
19.222	<u>Interactive</u>
19.223	GEOCODE
19.224	ACES shall query Geocode with a list of new Service Requests that will require service, along with selected data including service addresses and constraints on service (morning, afternoon, evening, etc.). Geocode will devise optimal routings and CMU Office assignments for those Service Requests, and immediately return this information to ACES. ACES shall then incorporate this into its database and send the Service Requests to their assigned CMU Offices for further processing.
19.225	A user enters request type + address + service code
19.226	LINK2GOV/FIS
19.227	ACES shall access Link2Gov/FIS for the processing of credit and debit card payments. After ACES has determined the amount to be paid (or refunded) by credit or debit card, the API shall pass the user from ACES to Link2Gov/FIS pages, utilizing an HTTPS post of name/value pair-based information, with the following data fields (at a minimum): MerchantAmount (dollar amount for this transaction); ReturnURL (URL address to be displayed after the Link2Gov/FIS receipt page is displayed); UserPart1 (a unique identifier for the transaction in ACES). A web-service post-back of transaction information shall also be utilized.

**COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT**

AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

REQUEST FOR PROPOSALS

RFP# 399-SH

**APPENDIX B:
STATEMENT OF WORK**

**EXHIBIT B-5:
MAINTENANCE AND SUPPORT SERVICES**

Contents

1	INTERPRETATION AND CONTACTS	3
2	CONTRACTOR RESPONSIBILITIES	3
2.1	General	3
2.2	Software Updates.....	3
2.3	Documentation and Training Updates.....	5
2.4	Service Requests, Problem Reports, and Inquiries.....	5
2.5	Contractor Proficiency.....	6
2.6	Issue Resolution	6
2.7	Contractor Access to the System.....	7
2.8	Preventive Maintenance	7
2.9	Corrective Maintenance.....	8
3	SYSTEM FUNCTIONALITY, AVAILABILITY, AND RELIABILITY	11
4	COUNTY RESPONSIBILITIES	12

1 INTERPRETATION AND CONTACTS

- 1.1 Capitalized terms used in this Exhibit B-5 without definition herein shall have the meanings given to such terms in the body of the Agreement and Appendix B (Statement of Work).
- 1.2 For Maintenance and Support Services, County's primary contacts shall be the County Project Manager and County staff who have been delegated responsibility for each major Component or group of Components of the System. Once identified, County shall notify Contractor of any change to the identified Maintenance and Support Services contacts for County.
- 1.3 Contractor shall provide County with a complete organizational chart for all contractor personnel in the escalation hierarchy or otherwise involved in the provision of Maintenance and Support Services Work hereunder. The organizational chart shall include staff name, position, telephone and e-mail address. Contractor shall provide County with an updated organizational chart as support or management changes occur.

2 CONTRACTOR RESPONSIBILITIES

2.1 General

- 2.1.1 Contractor shall perform all Work outlined in this Exhibit B-5, Maintenance and Support Services, unless expressly indicated otherwise. Contractor shall provide this Work at no additional cost beyond the Maintenance and Support Fees expressly set forth in the Agreement.
- 2.1.2 Maintenance and Support Services shall commence in accordance with Paragraph 18 (Maintenance and Support Services) of the Agreement and shall continue for the Term hereof.
- 2.1.3 Contractor shall support all System Software in the version(s) running at the site where County hosts the System.
- 2.1.4 Throughout the Term, Contractor shall provide Maintenance and Support Services for the System from Contractor's business premises and/or from County facilities as further set forth below, twenty-four (24) hours per day, seven (7) days per week.

2.2 System Software Updates

- 2.2.1 Contractor shall provide updated System Software components as needed to maintain System performance, reliability, usability, and functionality, and to correct any Deficiencies or failure of the System to operate properly, within the scope of System Requirements and Specifications. Contractor shall provide updated Documentation (per Section 2.3.1) and procedures to maintain consistency with System Software Updates. These items shall be at no additional cost to County beyond the Maintenance and Support Fees.
- 2.2.2 If a COTS software product is used as the primary basis of the ACES Application Software, then Contractor shall provide modifications, Updates, Enhancements, corrections, patches, fixes, improvements, and new releases of the System Software, including without limitation all generally available commercial releases and Updates of any component of the Application Software (Collectively, "Enhancements") to County on a timely basis. However, as new versions of the COTS Software are released, Contractor shall support at least the most recent and prior two (2) major version releases for the Term of this Agreement, if the County chooses to use these prior version releases.

- 2.2.3 Contractor shall provide Maintenance and Support Services for Custom Programming, including reports, Interfaces, and Data Conversions provided by Contractor (including Updates to all of the foregoing). Contractor shall perform any Work required to maintain compatibility of data, reports, Interfaces, and Custom Programming with any Enhancements provided in accordance with this Agreement, in each case at no additional cost to County.
- 2.2.4 Contractor shall create and provide all necessary Updates to Application Software to keep current with generally accepted security standards. County shall notify Contractor in writing within forty-five (45) days of the adoption or modification of any such standard affecting the Application Software. Any required Updates in respect of such new technology standards shall be provided within a reasonable time, but not more than sixty (60) days after the County's notice to Contractor regarding the adoption thereof.
- 2.2.5 The delivery of Software Enhancements and Updates shall be controlled through (i) the Contractor's process for developing, testing, certifying, releasing, documenting, and supporting Enhancements, and the (ii) the County's change-control process for receiving, evaluating, installing, integrating, and using Software components. The County's change-control process may include (without limitation) the following steps:
- a) Contractor shall notify County of an upcoming or proposed change to the Application Software, including a new release of a COTS Software component. This notification shall include a precise description of the change, and the rationale.
 - b) County will weigh cost, benefit, risk, timing, and other factors in the context of the County's situation, and coordinate with Contractor for further steps to be taken.
 - c) County will oversee all installation and migration of software into the ACES technical environments. Due to County policies for segregation of duties, Contractor personnel may be prohibited from directly updating the ACES servers. The Contractor may be required to transmit software Updates into a County-furnished staging location, and go through a procedure that authenticates the transmission.
 - d) If the Contractor asserts that the change is very minor (such as correcting a misspelling in screen text) and the County concurs in writing, then the Software change may be installed directly into the Production Environment. For other changes, the Contractor shall work with the County according to the County's change-control procedures. These procedures may require that new versions, releases, or builds be installed into a Test Environment for evaluation before being migrated into the Production Environment. These procedures may also provide an accelerated process for emergency Corrective Maintenance under defined circumstances.
 - e) County may, at its option, choose whether or not to install an Update or Enhancement into its Production Environment.
- 2.2.6 In the event that a Third Party Software vendor changes its licensing structure in a subsequent product version in a manner changing the number of required licenses (e.g., concurrent Users becomes named Users), Contractor shall promptly provide licenses sufficient to provide County with the same level of use that County enjoyed under the previous licensing structure at no additional cost to County.
- 2.2.7 In the event of any security problem(s) (for example, discovery of "back door") in the database or Application Software, or other intrusion-related problems relating to System Software, whether identified by Contractor, County or third party, Contractor shall work with County and third

parties (when applicable) to identify the risk, coordinate resolution and promptly validate any required System patches, unless otherwise agreed by County as specified herein.

- 2.2.8 Contractor shall provide all Maintenance and Support services for all components of the Application Software, including all Updates, patches, fixes, and Enhancements to those components, regardless of whether the license to a component is obtained through Contractor or through an existing County license with a third party.
- 2.2.9 The Contractor shall ensure that all third-party components of the System are a version currently supported by the third-party component's vendor.
- 2.2.10 In the event it is determined by County, Contractor, or a third party that any Update is required in order to maintain support from a Third Party Software vendor or to maintain compatibility among System components or infrastructure, Contractor, at no additional cost to County, shall provide County with an automated Workaround (as defined in 2.9.5) to protect the integrity of the System and related data until such time as the required Update is implemented or another solution is found. The County Project Manager (or designee) must approve the workaround prior to its being implemented. Compatibility issues with Third Party Software will be subject to Section 2.9 (Corrective Maintenance).

2.3 Documentation and Training Updates

- 2.3.1 Contractor shall provide County with current, comprehensive, precise, accurate Documentation for all System Software. Contractor shall maintain all Documentation for Application Software so as to include all Enhancements and procedural changes, ensuring that it is up to date and available at all times throughout the Term. Contractor shall update and deliver Documentation simultaneously with the delivery to County of any Enhancement or change to the System.
- 2.3.2 Documentation shall be delivered in printable, text-searchable electronic format.
- 2.3.3 Contractor shall provide adequate training for County's application support staff and system administration staff so that these staff members can continue to carry out their responsibilities when Updates, major software releases or any other System Enhancement involves significant new or different functionality or procedures.

2.4 Service Requests, Problem Reports, and Inquiries

- 2.4.1 Contractor shall provide a means for authorized County staff to submit maintenance- and support-related service requests, problem reports, and inquiries twenty-four (24) hours per day, seven (7) days per week.
 - a) Contractor shall provide a toll-free telephone number for authorized County staff to make inquiries about maintenance and support services, report problems, or submit service requests.
 - b) Contractor shall provide an email address or website for authorized County staff to make inquiries, submit service requests, report problems.
 - c) The Contractor may require the County to report Level-I priority problems (as defined in 2.9.7) via telephone call or text message.
- 2.4.2 A qualified Contractor technician shall reply to all inquiries, service requests, and problem reports within one (1) Working Day, indicating status.

- 2.4.3 Contractor shall maintain an electronic database or application for tracking maintenance and support services (referred to herein as a Service Tracking System) that the County can access and easily interpret. The Service Tracking System shall include the following information:
- a) A description of each service request—a service request can be a problem report, bug, anomaly, change request, or inquiry
 - b) Information about the source of each service request (who submitted it, how and when the issue was discovered, etc.)
 - c) The planned responses to each service request
 - d) The current status of each service request
 - e) A description of the steps taken to diagnose and resolve any technical problems, bugs, or anomalies, sufficiently detailed and annotated to be used as a troubleshooting guide if similar problems are encountered in the future
 - f) Date and time that each of the above entries are made
 - g) A tracking number assigned to each service request
- 2.4.4 Contractor shall ensure that the Service Tracking System information is complete, accurate, and up to date on a daily basis.
- 2.4.5 Contractor shall provide County with access to the Service Tracking System, and assist in interpreting its contents.

2.5 Contractor Proficiency

- 2.5.1 Contractor shall maintain a historical knowledge base of application related problems to identify patterns and facilitate timely resolution.
- 2.5.2 Contractor shall make available technically qualified personnel for all maintenance and support services.

2.6 Issue Resolution

- 2.6.1 Should Contractor determine that County personnel are consistently inquiring about non-Deficiency related matters, based upon references in the Documentation, or consistently miscategorizing the Priority Level of the reported issues, Contractor shall promptly contact County's Project Manager and the Parties shall, in good faith, cooperate in an effort to avoid or reduce inquiries with respect to such matters. In the event that the Parties are unable to reach agreement, the issues shall be addressed pursuant to the procedures set forth in the Agreement, Exhibit A, Additional Terms and Conditions, Paragraph 2.0 (Dispute Resolution Procedure).
- 2.6.2 In the event that an issue requiring Corrective Maintenance (as defined below) is not remedied by Contractor in an expedient manner, County's Project Manager or designee, in County's sole judgment, may escalate the Corrective Maintenance issue within Contractor's service management levels and, if necessary, application or contract management levels.

- 2.6.3 Contractor shall include for escalation purposes access to technical management personnel all of whom shall respond by telephone to Level I Priority issues, twenty-four (24) hours per day, seven (7) days per week.

2.7 Contractor Access to the System

- 2.7.1 Contractor's access to all ACES environments shall be limited to specific individuals who have each passed a Sheriff's Department background check.
- 2.7.2 Contractor shall seek and receive express permission from County Project Manager or designee to access the System each time that access is needed.
- 2.7.3 Contractor may access non-production environment(s) remotely for the purpose of maintenance and support. However, for access to the Production Environment, Contractor shall use only on-site workstations that the County Project Manager (or designee) has authorized for Contractor access to the Production Environment.
- 2.7.4 Contractor shall be responsible for all costs and expenses, including travel expenses, incurred in the provision of on-site support.
- 2.7.5 Contractor shall coordinate ACES maintenance schedules with County data center's platform maintenance activities.
- 2.7.6 Contractor agrees that all Software, including Updates and Enhancements, and all related Documentation and training materials, shall be fully delivered to the County via direct upload to County computer(s). County agrees to facilitate this process by: (a) providing secure authorized access to upload facilities to designated Contractor technical staff responsible for delivering such software; (b) providing appropriate high-speed internet connectivity; (c) providing a method to backup and recover such software; and (d) providing or acquiring other items or services reasonably required, as determined by County Project Manager, to assure such software deliveries are adequately protected and processed. Except to the extent otherwise agreed by County Project Manager in advance in writing, Contractor shall not deliver or provide any System Software, related Documentation, or training materials in print, on tangible electronic media, or in any manner other than via direct upload. Failure by County to reject items not delivered via direct upload shall not be construed as Acceptance by County or as completed delivery by Contractor.

2.8 Preventive Maintenance

- 2.8.1 County and Contractor shall collaborate to schedule and provide continual preventive maintenance for the System to ensure that the System and all Components thereof are functioning in accordance with System Requirements and Specifications. Such preventive maintenance Tasks shall include, but are not limited to the following:
- a) Checking and adjusting configuration and parameters in the System
 - b) Review of error, event, audit, and other logs to detect possible weaknesses developing in the System
 - c) Database tuning
 - d) Performance and intrusion testing
 - e) Software patches and Updates (see Section 2.2)

- 2.8.2 Preventive maintenance shall take place at least once a month.
- 2.8.3 Contractor shall develop and maintain the following electronic files, applications, or databases, accessible to the County, and mutually agreed upon by County and Contractor:
- a) a preventive maintenance checklist specifying preventive maintenance activities
 - b) a preventive maintenance schedule specifying dates, times, and assignments for preventive maintenance activities
 - c) a preventive maintenance log as a history of activities actually preformed and results.
- 2.8.4 Contractor shall cooperate with County in performing preventive maintenance of the System hardware, operating system and database management system. Contractor shall consult with County as necessary for the support, testing, training and deployment of databases and database changes.

2.9 Corrective Maintenance

- 2.9.1 Contractor shall perform “Corrective Maintenance” to correct any failure of System and to remedy all Deficiencies such that the System will operate in full accordance with the Specifications and/or to restore County to normal business operations in the event of any disruption.
- 2.9.2 Whenever the County discovers a need for Corrective Maintenance, County shall notify Contractor of the need for Corrective Maintenance. Whenever the Contractor discovers a need for Corrective Maintenance on any Component of the System, Contractor shall notify County immediately.
- 2.9.3 As soon as a need for Corrective Contractor has been discovered by Contractor or communicated to Contractor, Contractor shall utilize the Service Tracking System described in Section 2.4 to log, track, and report all Corrective Maintenance.
- 2.9.4 Final Resolution means, for purposes of this Exhibit B-5, a change to System Components such that the Deficiency causing the identified problem has been fully resolved without significantly deviating from functional or technical requirements, specifications, or standards.
- 2.9.5 Workaround means, for purposes of this Exhibit B-5, an alternative System procedure made available by Contractor to County to provide alternative functional operation to ameliorate or relieve the effects of a System Deficiency, without fully conforming to functional or technical requirements, specifications, or standards.
- 2.9.6 The determination of whether any proposed or actual Corrective Maintenance comprises a Workaround or Final Resolution of the applicable deficiency shall be at the sole discretion of County Project Director.
- 2.9.7 County Project Manager or designee, in such person’s sole judgment, will determine the severity level of an error, malfunction or other Deficiency and designate it as Priority Level I, Level II, Level III, or Level IV, as defined below. Contractor shall provide Corrective Maintenance in accordance with the time periods described below. For Deficiencies of Priority Level I, the time periods shall begin when Contractor discovers or is informed of a Deficiency (whichever occurs first). For Deficiencies of other Priority Levels, the time period shall begin at the start of the next Working Day after Contractor discovers or is informed of the Deficiency (whichever occurs first).

If time periods are exceeded, then without limiting County's other rights or remedies hereunder, "Service Credits"—deductions from fees that County has paid or would ordinarily pay to Contractor—shall accrue to the County's benefit as set forth below in accordance with Paragraph 8.5 (Service Credits) of the Agreement.

- a) **Level I Priority** means an error, malfunction or other Deficiency that meets both of the following criteria:
 - (i) The Deficiency significantly impairs County's normal business operations; diminishes employee safety or well-being; exposes County to significant liability or risk; significantly increases the cost, decreases the value, or impedes the efficiency of County resources or operations; or significantly inconveniences County customers.
 - (ii) No Workaround is currently developed, implemented, and Accepted to alleviate the Deficiency's impact.
- b) For Level I Priority Deficiencies, Contractor shall begin taking action toward a resolution within a time period of one (1) hour. If this time period is exceeded, then for each subsequent one (1) hour period or fraction thereof, the County shall accrue a Service Credit of one three-hundred-sixtieth (1/360th) of the annual fees for maintenance and support services, for each such Deficiency.
- c) For Level I Priority Deficiencies, Contractor shall use continuous best effort until the problem is resolved. Contractor shall successfully implement an acceptable Final Resolution or an acceptable temporary Workaround within a time period of four (4) hours. If this time period is exceeded, then for each subsequent four (4) hour period or fraction thereof, the County shall accrue a Service Credit of one three-hundred-sixtieth (1/360th) of the annual fees for maintenance and support services, for each such Deficiency.
- d) If an acceptable temporary Workaround for a Level I Priority Deficiency is in place, then the Contractor shall successfully implement an acceptable Final Resolution within five (5) working days after implementing the acceptable Workaround. If this time period is exceeded, then for each subsequent five (5) working day period, or fraction thereof, the County shall accrue a Service Credit of one three-hundred-sixtieth (1/360th) of the annual fees for maintenance and support services, for each such Deficiency.
- e) **Level II Priority** means, an error, malfunction or other Deficiency that meets both of the following criteria:
 - (i) The Deficiency causes substantial inconsistencies, irregularities, inefficiencies, or potential for mistakes, but does not meet the criteria for a Level I Priority.
 - (ii) No Workaround is currently developed, implemented and Accepted to alleviate the Deficiency's impact.
- f) For Level II Priority Deficiencies, Contractor shall provide ongoing and diligent action to correct the Deficiency, and shall successfully implement an acceptable Final Resolution or an acceptable temporary Workaround within a time period of twenty-four (24) hours. If this time period is exceeded, then for each subsequent twenty-four (24) hour period or fraction thereof, the County shall accrue a Service Credit of one three-hundred-sixtieth (1/360th) of the annual fees for maintenance and support services, for each such Deficiency.

- g) If an acceptable temporary Workaround for a Level II Priority Deficiency is in place, then the Contractor shall successfully implement an acceptable Final Resolution within ten (10) working days after implementing the acceptable Workaround. If this time period is exceeded, then for each subsequent ten (10) working day period, or fraction thereof, the County shall accrue a Service Credit of one three-hundred-sixtieth (1/360th) of the annual fees for maintenance and support services, for each such Deficiency.
 - h) **Level III Priority** means, an error, malfunction or other Deficiency that does not meet the criteria for Level I or Level II Priority, but causes System Response Time to fall below fifty percent (50%) of System Response Time Requirements for more than four (4) hours per month (other than planned Downtime).
 - i) For Level III Priority Deficiencies, Contractor shall successfully implement a Final Resolution within a time period of ninety (90) days. If this time period is exceeded, then for each subsequent thirty (30) day period, or fraction thereof, the County shall accrue a Service Credit of one three-hundred-sixtieth (1/360th) of the annual fees for maintenance and support services, for each such Deficiency.
 - j) **Level IV Priority** means, an error, malfunction or other Deficiency that has little or no immediate impact on County's business operations, costs, risks, employees, or customers, but is desirable for the long-term viability and utility of the System.
 - k) For Level IV Priority Deficiencies, Contractor shall successfully implement a Final Resolution within a time period of twelve (12) months. If this time period is exceeded, then for each subsequent thirty (30) day period, or fraction thereof, the County shall accrue a Service Credit of one three-hundred-sixtieth (1/360th) of the annual fees for maintenance and support services, for each such Deficiency.
- 2.9.8 Various factors may be used in determining Priority Level, such as (without limitation):
- a) Frequency of occurrence—the more frequently a Deficiency occurs, the more serious it is.
 - b) Predictability—the more erratic a Deficiency is, the more serious it is.
 - c) Number of users—the more personnel resources affected, the more serious a Deficiency is.
- 2.9.9 A Deficiency's Priority Level may be changed as more information is gathered about the Deficiency and its effects. Whenever a Deficiency's Priority Level is adjusted from a less serious to a more serious level, then time periods shall be restarted accordingly.
- 2.9.10 County and Contractor shall keep each other apprised of relevant information and changes in Priority Level.
- 2.9.11 Corrective Maintenance shall be carried out in accordance with change-control procedures (see Section 2.2).
- 2.9.12 Any attempted repair, reconfiguration of, or other Enhancement to the System Software in order to resolve a Deficiency shall be deemed effective only if the System Software thereafter complies with the Specifications hereunder in all respects applicable to such Deficiency, including without limitation any applicable System Response Time or volume metric, for an uninterrupted fifteen (15) day period in full Production Use subsequent to such repair Enhancement. If the System fails to complete this fifteen (15) day period of uninterrupted compliance, such repair or Enhancement shall be deemed to be and treated as if ineffective to cure the original Deficiency,

and Service Credits, if any, shall continue to accrue from the date of the originally reported Deficiency in question.

- 2.9.13 Contractor shall not deem closed or remedied a reported Deficiency until the root cause is documented and the County has Accepted a correction in accordance herewith.

3 SYSTEM FUNCTIONALITY, AVAILABILITY, AND RELIABILITY

- 3.1 Prior to cutover into actual business use, Contractor shall provide maintenance and support services to ensure that the system is functional, available, and reliable as needed for scheduled Implementation-Phase activities, including quality assurance, stress testing, user acceptance testing, and independent oversight.
- 3.2 During the Warranty Period and Post-Implementation Phase, Contractor shall provide maintenance and support services to ensure that all aspects of the System are functional, available, and reliable for all users at all locations twenty-four (24) hours per day, seven (7) days per week, except for Scheduled Downtime per Section 3.4.
- 3.3 Downtime means the elapsed time (in minutes) for any period when ACES is unavailable to most of its users for more than one (1) minute due to Preventive or Corrective Maintenance activities or System Deficiencies, excluding time periods when network, infrastructure, or workstations are not available to users.
- 3.4 Scheduled Downtime means the elapsed time (in minutes) when ACES is planned to be unavailable to users due to maintenance activities. Scheduled Downtime for routine preventive and corrective maintenance shall be coordinated with County data center's platform maintenance activities. Scheduled Downtime shall not take place Monday through Friday 8 am to 5 pm, excepting Department holidays. Scheduled Downtime shall not exceed 30 minutes per day Monday through Friday (excepting Department holidays), or 60 minutes per day on Saturday, Sunday, and Department holidays.
- 3.5 Excessive Downtime means the day's Downtime excluding the day's Scheduled Downtime.
- 3.6 The System Reliability Percentage shall be calculated for each calendar month, as follows:
- Operational Coverage Time: number of days in the calendar month, multiplied by 1440 minutes per day.
- Uptime: Operational Coverage Time minus the total Excessive Downtime for the month.
- System Reliability Percentage: Uptime divided by Operational Coverage Time, expressed as a percentage—i.e., 0% to 100%—rounded to the nearest tenth of a percent.
- 3.7 Service Credits shall be accrued for any month during which System Reliability Percentage is less than 99.9%, in the amount of one thirty-sixth ($1/36^{\text{th}}$) of the annual fees of the annual Maintenance and Support Fees specified in Exhibit C (Price and Schedule of Payments). This amount shall be in addition to any amounts for Contractor's failure to meet required Corrective Maintenance response times (see Section 2.9).
- 3.8 Without limiting any other rights and remedies available to County, Service Credits shall accrue under this Exhibit B-5 for Contractor's failure to maintain System reliability for functions that have been released into Production Use, for Contractor's failure to provide timely Corrective

Maintenance Response Time Requirements, all as described in more detail elsewhere in this Exhibit B-5. The amount of the Service Credit will depend on the extent and duration of Contractor's continuing failures.

- 3.9 To the extent Downtime or other Deficiencies result from use of the System by County other than in accordance with the Specifications, County's entitlement to any Service Credits in respect of such Deficiencies shall be accordingly reduced, provided and only to the extent that Contractor notifies County, in writing, of the details of the alleged misuse within twenty-four (24) hours of Contractor's reasonably timely discovery thereof. County shall review such allegation and shall notify Contractor in writing, within five (5) Working Days, of County's agreement or disagreement therewith. In the event County disagrees with Contractor's allegation(s) of misuse, County shall apply Service Credits in accordance herewith, subject to the provisions of Paragraph 59 (Dispute Resolution Procedure) of the Agreement.

4 COUNTY RESPONSIBILITIES

- 4.1 County will provide Contractor with information and assistance requested by Contractor as necessary to detect, simulate and correct any Deficiency or other failure of the System to operate in accordance with Specifications. Notwithstanding the foregoing, without limiting County's rights pursuant to Paragraph 12 (Notices) of the Agreement and regardless of the level of assistance provided by the County, Contractor is solely responsible for timely correction of all Deficiencies in accordance with Section 2.9 (Corrective Maintenance) of this Exhibit B-5.
- 4.2 County shall provide Contractor with access to the System as needed for maintenance and support purposes. (However, paragraph 2.2.5c) notes some possible limitations on Contractor access to ACES servers.)
- 4.3 County shall identify County Staff authorized to initiate service requests. County shall notify Contractor in writing of all authorized personnel.
- 4.4 County shall be responsible for determining the severity level assigned to each service request or Deficiency discovered by County or Contractor.
- 4.5 After the completion of the requested Work, County's Project Manager or designee shall be solely responsible for approval of Work provided in response to service requests.

**COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT**

AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

**REQUEST FOR PROPOSALS
RFP# 399-SH**

**APPENDIX B:
STATEMENT OF WORK**

**EXHIBIT B-6:
PROCESS FOR RECEIVING,
REVIEWING, AND ACCEPTING
DELIVERABLES**

Introduction

Deliverables, as identified in the Statement of Work or Change Orders, shall be subject to the following Process for Receiving, Reviewing, and Accepting Deliverables ("Process").

For the purpose of this Process, the **Contractor Project Director or Contractor Project Manager** shall act on behalf of the Contractor unless otherwise stated herein; and the **County Project Manager**, or a person that the County's Project Manager formally designates, shall act on behalf of the County unless otherwise stated herein.

Step 1. Notifying County of an Expected Delivery

At least one week prior to the time that a Deliverable is to be delivered to County in accordance with the Project Control Document's project schedule, Contractor shall notify County via email of the planned delivery, indicating the name of the Deliverable, the Deliverable number as listed in the Statement of Work (which is also identified for invoicing), the item number as listed in the work breakdown structure in the Project Control Document, the version number, and the expected date of delivery. Contractor may include or attach a list of recommended criteria for County to use in reviewing the Deliverable, although County reserves the right to use different criteria as it deems appropriate within the agreed-upon scope of this project.

Contractor may skip this step for Deliverables that are maintained on an ongoing basis or regularly submitted on a monthly or more frequent basis, such as status reports and schedule updates.

Step 2. Preparing the Deliverable

For document Deliverables, Contractor shall prepare the document as an electronic PDF file, with the file name as follows: ACES Deliverable [name of deliverable] version [version number].pdf. The header or footer of each page of the document shall contain the phrase "ACES Deliverable" and the name of the deliverable, the Deliverable number as listed in the Statement of Work (which is also identified for invoicing), the item number as listed in the work breakdown structure in the Project Control Document, the version number, the date delivered, and the page number. Contractor shall also deliver five (5) paper copies of any charts or tables that exceed 11x17 inches. PDF files must be openable, text-searchable, and printable using Adobe Acrobat Reader.

For desktop-software Deliverables, such as large data tables, Microsoft Project or Excel files, System mock-ups, etc., where the Deliverable cannot be fully reviewed as a PDF file but can be opened or executed on a Department desktop computer, Contractor shall prepare a file using the same file-naming convention as for document Deliverables.

For software or data Deliverables to be installed into the System, Contractor shall prepare the file(s) in accordance with a naming convention and change-control procedure to be determined.

For continuous Deliverables, such as ongoing logs, etc., Contractor shall prepare a written description of the Deliverable when the initial version of the Deliverable is ready for review.

Step 3. Transmitting the Deliverable

For document and desktop-software Deliverables, Contractor shall email the Deliverable to County. The email shall have the Deliverable's name and version number in the email's subject line, and the body of the email shall serve as a cover letter indicating that this is a formal delivery. If a file is too large to sent via email attachment, Contractor place the file on the project's SharePoint site (or similar arrangement) and insert the link to that specific file into the body of the email.

For software or data Deliverables to be installed into the System, Contractor shall electronically load and install the files into the ACES test environment through a formal change-control process to be determined, closely coordinated with the data center's change-control procedures and tools. Contractor shall notify County by email as soon as the software has been delivered, with the Deliverable's name and version number in the email's subject line.

When the Deliverable is transmitted, Contractor shall also submit a Task/Deliverable Acceptance Certificate in accordance with Paragraph 5.2 (Approval of Work) of the Agreement. The County Project Manager and County Project Director will sign this form when the Deliverable is accepted (at Step 9 below).

Step 4. Reviewing the Deliverable

A Deliverable is considered "out of sequence" when preceding Deliverables (based on the sequence shown in the Project Control Document's project schedule) have not yet been delivered and accepted. County may, at its option, postpone its review of an out-of-sequence Deliverable until all preceding Deliverables have been accepted.

For document Deliverables, County shall distribute copies of the Deliverable to designated reviewers, who will identify any deficiencies and needs for improvement.

For software or data Deliverables to be installed into the System, County shall, with Contractor assistance, exercise or test the System with the delivered software installed, and make detailed notes of any deficiencies, anomalies, and needs for improvement.

For other Deliverables, County may require Contractor to conduct a demonstration or walkthrough of the Deliverable as part of its review.

Step 5. Preparing the Deliverable Response

County shall consolidate and integrate reviewer notes into a well-organized written Deliverable Response that clearly explains what in particular is deficient, questionable, or needs improvement, and if relevant references any specific requirements or criteria. The Deliverable Response shall indicate either that (a) the Deliverable is accepted, or (b) the Deliverable needs to be revised and go through another review cycle.

Step 6. Transmitting the Deliverable Response

County shall email the Deliverable Response to Contractor, and/or hold a conference to present and discuss the Deliverable Response, within the following timeframes:

<i>Deliverable</i>	<i>Timeframe for County's Deliverable Response</i>
Deliverable 1.1.1. Baseline Project Control Document	1 week
Deliverable 1.1.2. Issues Tracking Log	1 week
Deliverable 1.2.1. Monthly Status Reports	next business day
Deliverable 2.2.1. Prototype	1 week
Deliverable 2.4.1. Functional System Design	2 weeks
Deliverable 3.1.1. Technical Architecture Report	1 week
Deliverable 4.2.1. Implementation Strategies	2 weeks
Deliverable 5.2.1. Detailed Software Design Document	2 weeks
Deliverable 5.4.1. Application Software	3 weeks
Deliverable 6.1.1. Interface Software	2 weeks
Deliverable 7.1.1. Report Designs	1 week
Deliverable 7.1.2. Reports	1 week
Deliverable 8.1.1. Data Conversion Test-Run Report	2 weeks
Deliverable 9.1.1. Integration Test Plans	1 week
Deliverable 9.2.1. Integration Test Results Report	2 weeks
Deliverable 11.1.1. Stress Test Plans	1 week
Deliverable 11.1.2. Stress Test Results Report	2 weeks
Deliverable 12.1.1. ACES Online Help Features	2 weeks
Deliverable 12.2.1. Technical Documentation	2 weeks
Deliverable 12.2.2. User Manuals & Training Materials	2 weeks
Deliverable 13.1.1. Training Plan	2 weeks
Deliverable 14.1.1. Cutover Plan	2 weeks

Step 7. Discussing the Deliverable Response

If desired, Contractor may discuss the Deliverable Response with County, and County may revise the Deliverable Response.

Step 8. Revising and Resubmitting the Deliverable

If the Deliverable Response indicated that the Deliverable needs to go through another review cycle, Contractor shall revise the Deliverable based on County's feedback in the Deliverable Response. Contractor shall submit the revised Deliverable using sequential version numbers (or release numbers) to identify each revision submitted. Along with the revised Deliverable, Contractor shall submit:

- A Response Tracking Sheet which indicates how each item on the Deliverable Response was addressed in revising the Deliverable
- A Deliverable Change Log which clearly points out (a) what has changed since the previous version of the Deliverable, and (b) all cumulative changes from the initial version that was submitted

Contractor shall take care to ensure that each change from previous versions of a Deliverable are called out in the Deliverable Change Log. County reserves the right to ignore or make retroactive changes to any item where a change has not been clearly and completely called out.

Each time a revised version of the Deliverable is submitted, it shall go through all the steps in this Process.

Step 9. Accepting the Deliverable

When the Deliverable Response indicates that the Deliverable is accepted, the County Project Manager and County Project Director will sign the Task/Deliverable Acceptance Certificate and the Process ends. **For document deliverables**, the word “final” is added to the file name.

Step 10. Maintaining the Deliverable

For one-time Deliverables, after a Deliverable has been accepted, any further changes shall be made by adding amendments that County and Contractor both agree to. County shall own the Deliverable and may incorporate its contents, or portions thereof, into any subsequent work products as County deems fit. Contractor shall keep a copy of the final Deliverable, and any amendments, in its project records.

For continuous Deliverables, Contractor shall maintain, administer, and utilize the Deliverable in accordance with applicable specifications and purposes. County may from time to time review the status of the Deliverable, and shall indicate to Contractor any deficiencies that require re-working.

**COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT
AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)
REQUEST FOR PROPOSALS
RFP# 399-SH
APPENDIX B:
STATEMENT OF WORK
EXHIBIT B-7:
WORKFLOWS**

Table of Contents

Introduction to the Workflow Tables	3
Intake Workflow	4
Eviction Workflow	5
Writ Return Workflow	6
Arrieta Claim Workflow	7
Bank Garnishment Workflow	9
Wage Garnishment (EWO) Workflow.....	12
Personal Property Seizure & Sale Workflow	13
Real Estate Workflow	17
Notarization Workflow	25
Recording Workflow.....	26
Keeper Installation Workflow	27
Public Defender Subpoena Workflow.....	29
Protective Order and Temporary Restraining Order (TRO) Workflow.....	30
Vehicle Inspection Workflow	32
“Personal Service of Process” Workflow	33
Appeal Workflow.....	34
Third-Party Claim Workflow	36
Creditor Demand for Third-Party Claim Workflow	38
Claim of Exemption Workflow	39
Stay Workflow.....	41
Bankruptcy Workflow	43
Fund Intake Workflow	48
Vendor Payment Workflow	51
Trust Disbursement Workflow	52

Introduction to the Workflow Tables

A workflow is a recurring sequence of steps in a business process. The workflow tables show:

- various situations that could occur in each business process
- actions to be taken in response to those situations
- the system's role in carrying out those actions
- the system's role in controlling the flow of action

A workflow table is essentially a listing of each step in the process, in a parsed format. This is the format:

WHEN	WHO	WHAT
If belongings are left in the rental unit	Field Employee	Describes in the comments section of the paperwork.

Each row reads like a regular English sentence. (Action verbs must be in “third-person active voice” for this to read properly.)

The “WHEN” column indicates the conditions for a step (or a block of steps) to occur. Horizontal lines show the boundary for a block of steps that fall under one condition. Sometimes conditions are nested—a condition within another condition. A nested condition is indicated by indenting it within the “WHEN” column. Most conditions are “if” statements, indicating that the step (or block of steps) is skipped if the condition is not met. An “after” or “when” condition means that the process waits until the condition is met, then continues with that step. A “whenever” condition is similar to an “if” condition but can occur at any further point in the process. A “for each” condition indicates that the work being processed in that step may be subdivided into components parts, and the step may be repeated for each component. “Otherwise” indicates that the step (or block of steps) is taken when the immediately previous “if” condition is not met.

The “WHO” column indicates the “actor” who performs the step. The actor can be a person or a system. The person is usually identified by generic role within the business process (not necessarily the ACES user role). The system is identified by the name of the system—usually it is ACES.

The “WHAT” column is the action step to be taken when the “WHEN” condition occurs, by the actor in the “WHO” column. **Boldface** indicates an action in which a user is using ACES.

The “COMMENTS” column is used for additional notes.

Unless otherwise indicated, action flows sequentially from step to step—step number “x” can occur once step “x minus 1” has been completed, except for steps skipped based on conditions in the “WHEN” column. When a predecessor step is not immediately obvious, it is called out (for example, “from Step 27”).

The workflow tables may occasionally identify data-validation rules, calculation formulas, etc., but generally these details are not included in the workflow tables. Specific screens, data fields, user commands, etc. are generally not shown in the workflow tables.

These workflow tables are at an intermediate level of detail. The level of detail may vary because this is a business process vision rather than a refined specification.

These workflows give a simplified sketch of how day-to-day business operations will take place using ACES. They are not intended as a complete specification or as a precise statement of system usage and behavior, or a comprehensive list of business rules. As more information becomes available about the particular features of ACES, workflows are likely to be refined and updated. Workflow revisions are expected as part of Task 2 (Functional Assessment) in the Statement of Work.

Intake Workflow

WHEN	WHO	WHAT	COMMENTS
Always	Customer	1. Makes request for service.	This is called a "short-dated order."
	Counter Clerk	2. Creates Service Request. 3. Selects a service type. 4. Enters initial data.	
	ACES	5. Displays checklist for the paperwork needed. 6. Calculates whether there is sufficient time to perform the service by comparing the current date with the Last Day to Serve Date.	
If there is NOT sufficient time to perform the service (from Step 6)	ACES	7. Displays warning to Clerk.	
	Counter Clerk	8. Tells Customer that there is only enough time for one service attempt, and CMU will refund fee if service is not completed. Asks Customer whether or not that is acceptable.	
If Customer does not accept	Counter Clerk	9. Cancels the Service Request. 10. PROCESS ENDS.	
Always	Counter Clerk	11. Checks sufficiency of paperwork: 12. Searches for an existing Case corresponding to the information in the paperwork. 13. Either: a. Selects an existing Case, or b. Creates a new Case	
	ACES	14. Calculates and displays: a. fees and fee deposit required b. expense deposit required c. account balance d. money now due	
If Customer's paperwork included a forma pauperis, OR Customer is a County agency	ACES	15. Waives fees that can be waived based on business rules.	
	If Customer is a Creditor or a Third-Party Claimant	ACES	16. Accrues the waived fee so that it will be deducted from any subsequent disbursement to the Customer (or written off if the Case does not result in collected funds applied toward the Customer's judgment or claim).
Always	Counter Clerk	17. Informs Customer of the charges if any (from Steps 14-15).	
If Customer does not agree to charges	Counter Clerk	18. Cancels the Service Request. 19. PROCESS ENDS.	
If money is now due	Counter Clerk	20. Starts FUND INTAKE WORKFLOW.	
Later in the day, or the next day	Intake Clerk	21. Scans paperwork as attached image. 22. Enters additional data (such as new Principal Parties, etc.).	
If the Court or Authority is not already in the database	Intake Clerk	23. Calls or emails Information Systems Section (ISS).	
	ISS User	24. Either: a. Adds a new Court or Authority and associates it to the Case. b. Selects an existing Court or Authority.	
If there are unresolved issues with the Service Request	Intake Clerk	25. Returns paperwork to Customer. 26. Determines whether fees or deposit are to be refunded.	
	If fees or deposit are to be refunded	Intake Clerk	27. Sets up the refund, which will be subsequently processed via the TRUST DISBURSEMENT WORKFLOW.
		Intake Clerk	28. Cancels the Service Request.
END OF WORKFLOW			

Eviction Workflow

Prior to an eviction, a Landlord may request the Sheriff to serve a Notice to Pay Rent or Quit via the PERSONAL SERVICE WORKFLOW. The BANKRUPTCY WORKFLOW can stay an eviction at any point in the process; and can resume or restart the eviction when the stay is lifted.

WHEN	WHO	WHAT	COMMENTS
Always	Landlord	1. Sues tenant for unlawful detainer in superior court.	
	Court	2. Issues a Writ of Possession to Landlord.	
	Landlord	3. Starts INTAKE WORKFLOW.	
	Intake Clerk	4. In the “no-lockout-prior-to” field, enters*: a. a specific date, OR b. a specific number of days (excluding weekends & court holidays) after service of the <u>Five-Day Notice to Vacate</u> (Step 8).	*This is taken off the writ; typically “b” is 5 days.
	ACES	5. Creates a Service Request for <u>Five-Day Notice to Vacate</u> . 6. Routes Service Request to Serving Office.	
	Serving Office Clerk or Field Employee	7. Prints Service Package for <u>Five-Day Notice to Vacate</u> .	
	Field Employee	8. Serves <u>Five-Day Notice to Vacate</u> —either: a. Posts on property AND mails to Debtor; OR b. Serves Debtor via PERSONAL SERVICE WORKFLOW: 9. Closes <u>Five-Day Notice to Vacate</u> Service Request by entering a final disposition and how, where, when, and to whom it was served.	
Weekly	ACES	10. Identifies <u>Lockouts</u> ready to be performed the following week.	
	Clerk or Field Employee	11. Verifies readiness for lockout and Creates Service Requests for <u>Lockouts</u> . 12. Schedules the <u>Lockouts</u> . 13. Prints <u>Notices of Final Lockout</u> (enforcement letter) to each Landlord indicating the date and time of the lockout. Each Notice has a unique number printed on it. 14. Mails the notices.	Landlord (or agent) must be present at the lockout..
For each Lockout Scheduled in Step 12	Clerk or Field Employee	15. Prints <u>Lockout Service Package</u> : a. Writ image b. “Red tag” form to be taped to door c. Landlord’s receipt form d. Service Ticket form	Forms include pre-populated data as well as blanks for field notes.
If Landlord decides to cancel the lockout	Landlord	16. Informs Serving Office employee.	
	Clerk or Field Employee	17. Verifies identity of caller —unique number printed in Step 13 can help with this. 18. Cancels the <u>Lockout</u> service. 19. Closes the Service Request by entering a final disposition. . 20. Starts WRIT RETURN WORKFLOW. 21. PROCESS ENDS.	
Always	Field Employee	22. Performs <u>Lockout</u> : a. Tapes “red tag” to door. b. Gives Landlord’s receipt to Landlord. c. Writes information on Service Ticket. 23. Enters data. 24. Scans Service Ticket as attached image. 25. Closes the Service Request by entering a final disposition. 26. Starts WRIT RETURN WORKFLOW. 27. PROCESS ENDS.	Landlord takes possession of the premises at this point. If tenant returns, Landlord calls local police.

END OF WORKFLOW

Writ Return Workflow

WHEN	WHO	WHAT	COMMENTS
When <u>any</u> of the following conditions occur: (i) this workflow is invoked by another workflow; (ii) a Writ is expired (2 years for a writ of execution, 3 years for a writ of attachment); (iii) the Judgment Creditor sends a written request for a writ return; (iv) no levy has taken place for 180 days after the Writ issuance date; (v) the time for enforcement of the money judgment has expired	ACES	1. Determines whether the writ's disbursement balance exceeds "x."	"x" is set by law, which changes from time to time.
If the writ's disbursement balance exceeds "x"	ACES	2. Alerts user. 3. PROCESS ENDS.	
Otherwise (balance ≤ "x")	ACES	4. Displays: a. Summary of open items for this Writ (money judgments, levies, protective orders, disbursements, etc. that have not yet been fully carried out or cancelled) b. Whether Creditor has instructed Sheriff to retain the Writ until it expires c. A listing of items served, judgments, charges, collections, disbursements, and balances pertaining to the Writ 5. Indicates whether Writ is ready for return, based on business rules.	One of the business rules is that if all conditions are met for writ return except that it has a disbursement balance of less than "x", that amount can be transferred from the Trust Fund to the CMU Overage Account and the Writ returned.
	User	6. Reviews relevant information. 7. Indicates whether or not to return the Writ at this time.	
If decision is NOT to return Writ		8. PROCESS ENDS.	
Otherwise (return Writ)	ACES	9. Produces a financial report pertaining to the Writ (similar to the financial information from Step 4). 10. Combines the financial report and the Writ image into a PDF file.	
	User	11. Views and verifies. 12. Prints.* 13. Has messenger bring to Court.*	*In the future, this will be transmitted electronically to the Court.
	ACES	14. Transfers the writ's disbursement balance from the CMU trust fund to the CMU overage account.	

END OF WORKFLOW

Arrieta Claim Workflow

WHAT IS AN ARRIETA CLAIM?

When the Sheriff attempts to perform the final lockout in an eviction, a third party may hand a Claim of Right to Possession form to the Sheriff in which that individual claims to have been an occupant of the property but was not named in the unlawful detainer complaint.

If the eviction writ was issued pursuant to California Code of Civil Procedures § 415.46, then the Sheriff will reject the claim.

But if the writ was **not** issued pursuant to California Code of Civil Procedures § 415.46, then the Sheriff must immediately stop the lockout until the court hears the occupant's allegations at a hearing within a week or if the occupant posts 15 days rent (10 days plus five to answer the summons), the hearing will take place anywhere from one to two weeks later.

If the Court decides that the claim is valid, the Landlord must start the whole eviction process over again as to that tenant by serving a new notice followed by the summons and complaint which the occupant can contest by filing any one of the above responses. If the claim is denied, the court will order the Sheriff to continue with the lockout.

The only way to prevent an Arrieta claim is to either serve everyone in possession or to serve a form with the summons and complaint known as a Pre-judgment Claim of Right to Possession. This form gives any unnamed occupant the right to identify himself or herself so that the Landlord can proceed against them.

WHEN	WHO	WHAT	COMMENTS
Always	Claimant	1. Fills out a claim form and files it in person at a CMU Office counter OR hands the claim form to the Deputy in the field.	
	Clerk or Deputy	2. Reviews form for completeness. 3. Identifies applicable eviction Service Request on ACES or from paperwork.	
	Clerk or Deputy (consulting supervisor)	4. Views data showing whether eviction process was served per CCP §415.46 (e). 5. Views data showing whether a previous Arrieta claim for this eviction had been denied for reasons other than nonpayment of court fee (from Step 20). 6. Determines whether a third party may object to an enforcement of the eviction.	Text of CCP §415.46 is shown at the end of this workflow.
If this eviction is <u>not</u> subject to the Claim (from Steps 4 and 5)	Clerk or Deputy	7. Returns form to Claimant. 8. PROCESS ENDS.	
Otherwise (eviction <u>is</u> subject to the Claim, from Step 4)	Clerk or Deputy	9. Fills in levying officer portion of claim form. 10. Stays the eviction. 11. Enters data, including new Principal Party. 12. Scans hard copy as attached images: a. Completed form b. Claimant's drivers license or ID	Currently this is photocopied rather than scanned
		13. Notifies the field employee by telephone.	
If in CMU Office If the Service Package has been sent to the Field	Clerk	14. Sends original claim form to the Court.	
	Claimant	15. Pays fee to the court.	
If Claimant does not pay fee to court (Step 15) by due date	Court	16. Issues court order denying the claim for reasons of nonpayment of court fee.	
Otherwise (fee was paid)	Court	17. Issues court order either granting or denying the claim. 18. Messengers that court order to CMU.	
	Clerk	19. Receives Court order on the claim. 20. Enters data and scans court order as an attached image.	
	Clerk	21. Starts WRIT RETURN WORKFLOW.	
If the Court granted the claim Otherwise (the Court issued an order to proceed with the eviction)	Clerk	22. Removes the stay (from Step 10).	
	Deputy	23. Resumes the eviction.	

END OF WORKFLOW

FULL TEXT OF CALIF. CODE OF CIVIL PROCEDURE §415.46:

(a) In addition to the service of a summons and complaint in an action for unlawful detainer upon a tenant and subtenant, if any, as prescribed by this article, a prejudgment claim of right to possession may also be served on any person who appears to be or who may claim to have occupied the

premises at the time of the filing of the action. Service upon occupants shall be made pursuant to subdivision (c) by serving a copy of a prejudgment claim of right to possession, as specified in subdivision (f), attached to a copy of the summons and complaint at the same time service is made upon the tenant and subtenant, if any.

(b) Service of the prejudgment claim of right to possession in this manner shall be effected by a marshal, sheriff, or registered process server.

(c) When serving the summons and complaint upon a tenant and subtenant, if any, the marshal, sheriff, or registered process server shall make a reasonably diligent effort to ascertain whether there are other adult occupants of the premises who are not named in the summons and complaint by inquiring of the person or persons who are being personally served, or any person of suitable age and discretion who appears to reside upon the premises, whether there are other occupants of the premises.

If the identity of such an occupant is disclosed to the officer or process server and the occupant is present at the premises, the officer or process server shall serve that occupant with a copy of the prejudgment claim of right to possession attached to a copy of the summons and complaint. If personal service cannot be made upon that occupant at that time, service may be effected by (1) leaving a copy of a prejudgment claim of right to possession attached to a copy of the summons and complaint addressed to that occupant with a person of suitable age and discretion at the premises, (2) affixing the same so that it is not readily removable in a conspicuous place on the premises in a manner most likely to give actual notice to that occupant, and (3) sending the same addressed to that occupant by first-class mail.

In addition to the service on an identified occupant, or if no occupant is disclosed to the officer or process server, or if substituted service is made upon the tenant and subtenant, if any, the officer or process server shall serve a prejudgment claim of right to possession for all other persons who may claim to occupy the premises at the time of the filing of the action by (1) leaving a copy of a prejudgment claim of right to possession attached to a copy of the summons and complaint at the premises at the same time service is made upon the tenant and subtenant, if any, (2) affixing the same so that it is not readily removable in a conspicuous place on the premises so that it is likely to give actual notice to an occupant, and (3) sending the same addressed to "all occupants in care of the named tenant" to the premises by first-class mail.

The person serving process shall state the date of service on the prejudgment claim of right to possession form. However, the absence of the date of service on the prejudgment claim of right to possession does not invalidate the claim.

(d) Proof of service under this section shall be filed with the court and shall include a statement that service was made pursuant to this section. Service on occupants in accordance with this section shall not alter or affect service upon the tenant or subtenant, if any.

(e) **If an owner or his or her agent has directed and obtained service of a prejudgment claim of right to possession in accordance with this section, no occupant of the premises, whether or not such occupant is named in the judgment for possession, may object to the enforcement of that judgment as prescribed in Section 1174.3.**

(f) The prejudgment claim of right to possession shall be made on the following form: [The Prejudgment Claim of Right to Possession form appears in the hard-copy publication of the chaptered bill. See Chapter 57, pages 159-162, Statutes of 1991.]

Bank Garnishment Workflow

In a bank garnishment (also called a bank levy) a CMU employee serves on a financial institution (bank, savings and loan, or credit union) a levy requesting funds or property in all accounts and safe deposit boxes under the judgment debtor's name that are held by the financial institution. Once funds have been received by CMU, the Creditor is notified and a check mailed within 30 days for the amount received minus the sheriff's processing fee on each disbursement of money paid to the Creditor. This fee is added on to the balance owed and paid by the judgment debtor. The Sheriff's responsibilities are limited to serving the levy and receiving and disbursing collected monies. The Sheriff cannot compel a financial institution to comply with the levy. If the financial institution does not comply, an order can be served on the financial institution to appear in court.

WHEN	WHO	WHAT	COMMENTS
Always	Creditor/Plaintiff	1. Submits paperwork: a. writ of execution (money judgment) OR a writ of attachment (either ex parte or after hearing) b. bank name/address bank account number and/or social security number (optional)* c. fictitious business name statement (optional) d. court order authorizing a levy on a third party bank account (optional) e. whether or not a safe deposit box is to be levied,** with instructions on what CMU should do with the box's contents f. affidavit of identify	Principal Parties needed: Debtor/Defendant, Creditor/Plaintiff, Bank, Attorneys if any. *The account number and/or social security number is not required to make the levy but this information is helpful in identifying accounts held by the judgment debtor. **This requires a \$500 fee deposit for locksmith costs.
If the account stands in an alias name of the judgment debtor that was added by the court when the writ was issued			
If the account is in the name of a spouse who is not a named judgment debtor AND the account is not shared with the judgment debtor		g. spousal affidavit	
Always	Intake Clerk ACES	2. Starts INTAKE WORKFLOW.	
If Creditor/Plaintiff requests a safe deposit box levy AND did not supply appropriate instructions and fees	Intake Clerk Customer Intake Clerk	3. Assigns Service Request to a Serving Office. 4. Informs Creditor/Plaintiff. 5. Temporarily suspends the process. 6. Submits the instructions and fees. 7. Scans paperwork and enters data. 8. Starts FUND INTAKE WORKFLOW for fees. 9. Resumes the process.	The levy must be served at the specific branch where the account is maintained (or alternatively at a central location for all that banks' in-state branches, if the bank has designated such) and only attaches those funds in the account at the time of service.
If the suspended process has not been resumed after 7 days	ACES	10. Cancels any levy on safe deposit box. 11. Resumes the process.	
Always	Serving Office Clerk Field Personnel	12. Prints Service Package. 13. Gives Service Package to a Field Personnel for service to the Bank. 14. Serves bank manager or authorized agent via PERSONAL SERVICE WORKFLOW.	
If this is a writ of attachment issued ex parte, AND Debtor/Defendant is a natural person, AND has NOT "generally appeared" in the action***	Field Personnel	15. Serves Debtor/Defendant via PERSONAL SERVICE WORKFLOW.	***If the Sheriff served the summons & complaint, a written response is considered an appearance.
Otherwise	Field Personnel	16. Mails notice (from Service Package) to Debtor/Defendant. 17. Enters data indicating when notices were mailed.	
Always	Field Personnel	18. Emails status to Creditor/Plaintiff (or attorney if known) and Debtor/Defendant's attorney (if known).	Creditor can view status on Website.

<i>WHEN</i>	<i>WHO</i>	<i>WHAT</i>	<i>COMMENTS</i>
Within 10 days after service (Step 14)	Bank	<p>19. On Memorandum of Garnishee form, indicates the status of the account:</p> <ul style="list-style-type: none"> a. whether it exists b. whether it is closed c. accountholder(s) including third parties d. whether it is a social security direct deposit account or a public-benefit deposit account. e. any other reason that precludes garnishment f. whether a safe deposit box has been located <p>20. Sends Memorandum of Garnishee to Serving Office.</p>	
If Bank determined that account can be garnished	Bank	<p>21. Freezes the garnished bank account minus any exemption amount (see Step 30).</p> <p>22. Charges its own "levy fees" (usually \$75-150) to the account.</p> <p>23. Mails notice(s) to the accountholder(s), which may include third parties.</p>	
Always	Serving Office Clerk	<p>24. Receives Memorandum of Garnishee from Bank.</p> <p>25. Enters data.</p> <p>26. Scans Memorandum of Garnishee into electronic attachment.</p> <p>27. Emails a copy to the Creditor (or Creditor's Attorney).</p>	
If Bank indicated that the account is closed or does not exist	Serving Office Clerk	<p>28. Closes the Service Request by entering a final disposition.</p> <p>29. PROCESS ENDS.</p>	
If this is a social security direct deposit account or a public-benefit deposit account	ACES and Bank	30. Sets an automatic Claim of Exemption for the exemption amount (currently \$1600). Any excess over that exemption amount can be garnished from that account.	
If there are any third parties on the account (shown on the Memorandum of Garnishee)	Clerk	31. Prints Notice of Levy(including affidavit of identify if any) to third parties.	
Within "x" days	Third Party	32. Mails.	
Within "x" days after notice to Debtor (from Step 16)	Debtor/Defendant	33. May start THIRD PARTY CLAIM WORKFLOW.	
		34. May start CLAIM OF EXEMPTION WORKFLOW for hardship.	"x" = 10 days plus: 5 for in-state mailing; 10 for other states, 20 for international
If amount to satisfy changes	Control Office Clerk	35. Enters data.	
		36. Prints notification to bank.	
		37. Mails notification to bank.	
If a Writ of Execution has been filed for this levy		Continue below.	
"x" days after Debtor was notified (Step 16 or 15) AND	ACES	38. Alerts Clerk.	
"x" days after Notice of Levy was mailed to third parties (from Step 32)	Control Office Clerk	39. Notifies bank, instructing it to release funds to the levying officer.	
	Bank	40. Remits the frozen funds to CMU Office via check sent first class mail.	
	Control Office Clerk	41. Receives check.	
		42. Starts FUNDS INTAKE WORKFLOW.	
		43. Starts TRUST DISBURSEMENT WORKFLOW to disburse funds to Creditor.	
	ACES	44. Determines whether or not enough money has been collected to satisfy judgment.	
When judgment has been satisfied (from Step 44)	ACES	45. Emails notice to Creditor.	
		46. Determines any overage due the Debtor.	
		47. Alerts Clerk.	
If overage (from Step 46)	Clerk	48. Starts TRUST DISBURSEMENT WORKFLOW to disburse funds to Debtor.	

<i>WHEN</i>	<i>WHO</i>	<i>WHAT</i>	<i>COMMENTS</i>
If a safe deposit box is to be opened	Clerk	49. Schedules a date and time to open the box, with Creditor/Plaintiff and bank. 50. Enters data. 51. Prints Service Ticket.	
	Field Deputy	52. Arranges for a storage company to pick up and store the items to be seized.	
If no key is found	Field Deputy	53. Arranges for a locksmith to open the box.	
	Plaintiff/Creditor and Field Deputy	54. Are present when box is being opened.	
	Locksmith or Field Deputy	55. Opens the box.	
	Field Deputy	56. Inventories the items taken from the box. 57. Puts items into a metal box. 58. Gives the items, along with a copy of the inventory, to the storage company.	
	Storage company employee	59. Makes its own inventory. 60. Gives a copy of the inventory to the Field Deputy.	
	Field Deputy	61. Enters data and scans paperwork.	
	Clerk	62. Releases the seized items to the Creditor/Plaintiff. 63. Prints release authorization. 64. Notifies storage company. 65. Gives release authorization to Creditor/Plaintiff.	
When release is permitted	Creditor/Plaintiff	66. Picks up items from storage company.	
	Clerk	67. Closes the Service Request by entering a final disposition. 68. Starts WRIT RETURN WORKFLOW. 69. PROCESS ENDS.	
When no further action is to be taken on this bank garnishment	Clerk	70. To be determined.	
If account was frozen through Writ of Attachment AND EITHER court releases that Writ OR Writ has expired (no Writ of Execution was issued)			
END OF WORKFLOW			

Wage Garnishment (EWO) Workflow

WHEN	WHO	WHAT	COMMENTS
Always	Creditor Intake Clerk	1. Starts INTAKE WORKFLOW. 2. Prints Service Package. 3. Sends to Employer by either: a. First-class mail b. Certified mail (for out-of-state federal employers) c. PERSONAL SERVICE WORKFLOW	Principal Parties needed: Debtor, Creditor, Employer, Attorneys if any. EWO must be initiated within 180 days from Writ issue date.
If Employer response is not received within "x" days	ACES CMU Employee	4. Alerts Clerk. 5. Starts PERSONAL SERVICE WORKFLOW .	ACES must distinguish between support and non-support EWOs, which have different forms and rules.
Always	Clerk	6. Receives either certified mail return or employer response. 7. Enters data (date of service, mailing date, received date, etc.). 8. Scans employer response as attached image.	
Always	CMU Employee	9. Emails Creditor image of employer response.	
If no affirmative Employer response AND 180 days since writ was issued	ACES Clerk	10. Alerts Clerk. 11. Closes the Service Request by entering a final disposition. 12. Starts WRIT RETURN WORKFLOW. 13. PROCESS ENDS.	
Whenever Employer takes pay from Debtor for this EWO	Employer Clerk or Lockbox	14. Sends check to Sheriff. 15. Receives the check. 16. Starts FUND INTAKE WORKFLOW .	
	ACES	17. Sends funds to Creditor via TRUST DISBURSEMENT WORKFLOW. 18. Determines whether judgment is satisfied.	Court Clerk can deem it satisfied if less than \$10 remains unsatisfied.
If court modifies the EWO (such as a change in monthly amount or grand total)	Court or any party Clerk	19. Notifies CMU Office. 20. Updates Case record. 21. Scans court order as attached image. 22. Prints Notification of Termination of EWO. 23. Mails to Employer.	
When the amount to satisfy is less than "x"	ACES Clerk	24. Alerts Clerk. 25. May email a reminder to Employer showing the remaining amount to be garnished.	A formula will be devised to calculate "x". Employers sometimes stop garnishing too early or too late; this will save phone calls.
When the EWO writ is about to expire (10 years) but judgment has not been satisfied	Creditor Court	26. Applies to the court for a renewal of judgment. 27. Issues a certificate indicating that Creditor has applied for a renewal of judgment.	
	Creditor Clerk	28. Brings certificate to CMU Office. 29. Updates Case record. 30. Scans certificate and application for renewal as attached image. 31. Prints Employer notification. 32. Mails Employer notification.	
When the judgment has been satisfied (from Step 18) OR the EWO writ is 10 years old and not renewed (except Support EWOs which lack a statutory time limit)	ACES Clerk	33. Calculates any overage to be refunded. 34. Sends an email to Creditor and Employer. 35. Alerts Clerk. 36. Prints notices to Creditor and Employer. 37. Mails notices.	
If overage (from Step 46)	Clerk	38. Starts TRUST DISBURSEMENT WORKFLOW to send funds to Employer.	
	Clerk	39. Closes the Service Request by entering a final disposition. 40. Starts WRIT RETURN WORKFLOW.	
Any time	Creditor and Employer	41. May query a customer-accessible database to view accounting history for this EWO.	

END OF WORKFLOW

Personal Property Seizure & Sale Workflow

Writ of Possession (Claim and Delivery) directs the Sheriff to seize and store the property for 10 days. If the defendant does not post a redelivery bond (undertaking), the property is transferred to the plaintiff. An undertaking is a bond (usually a monetary deposit) that a party posts with the Sheriff or court, as a substitute for levied property. Undertakings are usually 1½ to 2 times the judgment. **Writ of Possession (Personal Property)** authorizes the Sheriff to seize specific personal property for immediate delivery to the creditor. **Writ of Execution (Money Judgment)** authorizes the Sheriff to seize and sell specific personal property and disburse the proceeds toward a money judgment.

WHEN	WHO	WHAT	COMMENTS
Always	Creditor Intake Office Clerk	1. Starts INTAKE WORKFLOW. 2. Estimates towing and/or storage costs. 3. Verifies that the fee deposit is sufficient to cover projected towing and/or storage costs.	Documents may include: Order Directing Transfer; Summons & Complaint.
If additional fee deposit is needed	Intake Office Clerk	4. Requests and receives fee deposit from Customer. 5. Starts FUNDS INTAKE WORKFLOW.	
Always	ACES Serving Office Clerk	6. Assigns Service Request to a Serving Office. 7. Prints Service Package, including Notice of Levy to be served on Defendant/Debtor. 8. Gives Service Package to a Field Deputy.	
If this is a writ of possession (claim and delivery) AND within 10 days of writ issuance	Creditor	9. May post an undertaking with the court.	This plaintiff's (i.e., the Creditor's) undertaking authorizes the Sheriff to release the vehicle to the Creditor. If the court rules for the Debtor, the undertaking is compensation for the seized property. If the court rules for the Creditor, the undertaking is returned to the Creditor.
If Creditor posted an undertaking	Creditor Clerk	10. Submits proof to CMU. 11. Scans paperwork and enters data. 12. Notifies Debtor (defendant).	
	Debtor	13. May file an objection in court within 10 days of the posting of the Creditor's undertaking.	
If objection is filed	Debtor Clerk	14. Submits proof to CMU. 15. Scans paperwork and enters data.	
	Court	16. Rules on the Debtor's objection.	
	Creditor	17. May post an additional undertaking to attain sufficiency within "x" days of the court's ruling, and submit proof of this to CMU.	
If court rules that Creditor's undertaking is insufficient	Clerk	18. Scans paperwork and enters data.	
	ACES	19. Indicates that there is NO Creditor undertaking.	
If deadline passed AND Creditor's undertaking is not made sufficient	ACES	20. Indicates that there is a Creditor undertaking.	
	Debtor	21. May post an undertaking with the court.	
If Debtor posted an undertaking	Debtor Clerk	22. Submits proof to CMU. 23. Scans paperwork and enters data.	The defendant's (i.e., the Debtor's) undertaking authorizes the Sheriff to release the vehicle to the Debtor. If the court rules for the Creditor, the undertaking goes toward the judgment. If the court rules for the Debtor, it is returned to the Debtor.
	Creditor	24. May file an objection in court within 10 days of the posting of the Debtor's undertaking, and submit a proof of this to CMU.	
If objection is filed	Debtor Clerk	25. Submits proof to CMU. 26. Scans paperwork and enters data.	
	Court	27. Rules on the Creditor's objection.	
	Debtor	28. May post an additional undertaking to attain sufficiency within "x" days of the court's ruling, and submit proof of this to CMU.	
If court rules that Debtor's undertaking is insufficient	Clerk	29. Scans paperwork and enters data.	
	ACES	30. Indicates that there is NO Debtor undertaking.	
If deadline passed AND Debtor's undertaking is not made sufficient	ACES	31. Indicates that there is a Debtor undertaking.	
	ACES		
If Debtor's undertaking is ruled sufficient OR no objection is filed	ACES		

WHEN	WHO	WHAT	COMMENTS
If this is a writ of possession (claim and delivery) AND there is a Debtor undertaking	ACES	32. Prompts the Clerk to redeliver the property to the Debtor.	
	Clerk	33. Releases property to the Debtor.	
		34. Closes Service Request with a final disposition.	
		35. Starts WRIT RETURN WORKFLOW.	
		36. PROCESS ENDS.	
If this is a writ of possession (personal property)	Deputy	37. Calls Creditor to meet in the field and receive property right after it is seized.	
Always	Deputy	38. Attempts to locate property.	About half of the motor vehicles are not located.
If property is not yet located	Deputy	39. Attempts to contact Defendant/Debtor at the door, to serve the court order requiring Defendant/Debtor to produce the property.	
If Defendant/Debtor was served in Step 39	Deputy	40. Notes this on the Service Ticket.	
	ACES	41. Enters data (this might be done later).	
		42. Adds fee for Personal Service of Turnover Order.	
If property is not located after "due diligence" attempt to locate it	Deputy	43. Notes this on the Service Ticket.	
		44. Closes the Service Request by entering a final disposition.	
		45. Starts WRIT RETURN WORKFLOW.	
		46. PROCESS ENDS.	
If this is a motor vehicle AND this is a writ of execution	Serving Office Clerk	47. Checks DMV database to determine: a. the vehicle's registered owner b. any liens on the vehicle c. the number of vehicles registered to the Debtor/Defendant	For motor vehicles, levy instructions can be "in possession of" Defendant/Debtor" or "registered to" Defendant/Debtor.
		48. Enters data from above step.	
If levy instructions = vehicle "registered to" Defendant/Debtor, AND registered owner is a different party	ACES	49. Displays warning.	
	Serving Office Clerk	50. Closes the Service Request by entering a final disposition.	
		51. PROCESS ENDS.	
If property is locked	Deputy	52. Attempts to locate key; may contact Defendant/Debtor.	
If levy instructions include a private-place order AND property is locked up	Deputy	53. Arranges for locksmith.	These costs will be added to the judgment.
		54. Notes these services on Service Ticket.	
If this is not a writ of possession (personal property)	Deputy	55. Arranges for movers or towing service to remove property from current location and put into storage.	
		56. Notes these services on Service Ticket.	
If Defendant/Debtor is present	Deputy	57. Serves Notice of Levy.	
Otherwise—Defendant/Debtor is not present	Deputy	58. Tapes Notice of Levy to area where seized. (This will also be mailed in Step 70.)	
If property is to be delivered to Creditor in the field (from Step 37)	Deputy	59. Delivers the seized property to the Creditor.	
		60. Scans paperwork as attached image.	
		61. Closes the Service Request by entering a final disposition.	
		62. Starts WRIT RETURN WORKFLOW.	
		63. PROCESS ENDS.	
If property is taken into custody	Deputy	64. Writes an inventory, describing property, contents, condition, etc.	Property would be taken into custody with a writ of possession (claim & delivery) or writ of execution (sale)
		65. Makes a copy of the inventory.	
		66. Gives the copy of the inventory to the movers or tow driver.	
Always	Deputy or Clerk	67. Enters data indicating what was done.	
		68. Scans paperwork (such as inventory write-up, Service Ticket, tow or mover receipt, etc.) as attached image	
		69. Mails a copy of the paperwork, including inventory, to the Creditor.	

<i>WHEN</i>	<i>WHO</i>	<i>WHAT</i>	<i>COMMENTS</i>
If Defendant/Debtor was not served in Step 57	Deputy or Clerk	70. Prints Notice of Levy to Defendant/Debtor. 71. Mails.	
If there are liens on the property	Deputy or Clerk	72. Prints Notice of Levy to Lienholders. 73. Mails.	
If levy instructions include selling		Continue below.	
If a motor vehicle, aircraft, or vessel was seized	Deputy or Clerk	74. Enters data into Stolen Vehicle System (SVS) or FAA system to indicate that the item was seized by a levying officer and not stolen.	
	Clerk	75. Tracks towing, moving, and/or storage costs paid out for this Service Request (see VENDOR PAYMENT WORKFLOW).	
	Lienholders or other interested parties	76. May request that CMU send the Notice of Sale (Step 85).	
If request is made (from Step 76)	Clerk	77. Enters the requestor's contact information.	
If this is a motor vehicle AND this is Defendant/Debtor's only vehicle (from Steps 47-48)	ACES	78. Indicates that the automatic exemption is to be included in the minimum bid.	
If this is a motor vehicle AND it has liens (from Steps 47-48)	ACES	79. Indicates that the liens are to be included in the minimum bid.	
	Deputy or Clerk	80. Itemizes costs, liens, exemptions, etc. 81. Sets a date and time for sale to be held.	
	ACES	82. Validates that sale date is "x" days after posting. 83. Sets minimum bid to cover costs, liens, exemptions, etc.	
	Clerk	84. Creates and prints Notice of Sale. 85. Mails it to: a. Defendant/Debtor (and/or attorney) b. Creditor (and/or attorney) c. Lienholders (from Steps 47 and 77) d. Others who requested such notices	
	Deputy	86. Posts the Notice of Sale.	Must be ≥ 10 days before Sale Date.
If a Claim of Exemption or Third-Party Claim has been filed within the deadline	ACES	87. Alerts Deputy and Clerk.	
	Deputy	88. Awaits Court orders. 89. May cancel the sale.	Sale won't be canceled if Creditor pays off third party's claim.
If sale was cancelled then the claim is not upheld	Deputy	90. Re-starts the sale—Step 80.	
10 days after Notice of Sale was posted	Deputy	91. Prints Sale Ticket. 92. Reads Notice of Sale to bidders. 93. Receives bids. 94. Enters data. 95. Scans Sales Ticket and attaches as image.	
	ACES	96. Displays whether minimum bid was reached. 97. Displays whether judgment has been paid off.	
	Defendant/Debtor	98. May pay off the judgment just prior to sale.	
If minimum bid was NOT reached OR judgment has been satisfied	Clerk	99. Releases the property to the Defendant/Debtor. 100. Prints notices. 101. Mails the notices. 102. Closes the Service Request by entering a final disposition. 103. Starts WRIT RETURN WORKFLOW. 104. PROCESS ENDS.	The Clerk must take caution to release only this property, not all properties involved in the case.

WORKFLOW IS CONTINUED ON NEXT PAGE

WHEN	WHO	WHAT	COMMENTS
	Deputy	105. Determines the buyer (highest bidder).	
	Buyer	106. Pays cash or cashier's check for: a. Full price, OR b. Down payment of the greater of \$2,500 or 10% of the sale price	
If the Buyer is the Creditor	Buyer	c. May use "wooden money" (credit from the judgment) for amount over minimum bid.	
	Deputy	107. Issues "miscellaneous receipt."	
	Clerk	108. Enters data (sale date, buyer, etc.). 109. Starts FUND INTAKE WORKFLOW.	
If less than full payment was made	Buyer	110. Submits payment for the balance.	Full payment must be received within 10 days of the sale.
	Clerk	111. Starts FUND INTAKE WORKFLOW.	
If full payment is not received within 10 days	Clerk	112. Applies deposit to costs following the order of precedence in CCP 701.5xx; does not refund the deposit. 113. Re-starts the sale—Step 80.	
"x" days after the Certificate of Sale was generated	ACES	114. Alerts Clerk.	
	Clerk	115. Generates and prints Certificate of Sale and Certificate of Release. 116. Calls Buyer. 117. Updates SVS or FAA to show change from "stored" to "released." 118. Notifies storage facility to release item to Buyer.	Also CLETS?
	Buyer	119. Picks up Certificate of Sale and Certificate of Release from CMU Office. 120. Picks up item from storage facility.	
		Continue below.	
If seized property is not sold			
If court order directs redelivery OR this is a writ of execution (sale)	Deputy	121. Releases property to Defendant/Debtor.	
If this is a writ of possession (claim and delivery) AND it is "x" days after the Notice of Levy was served/mailed to Defendant/Debtor	ACES	122. Alerts Clerk.	
	Clerk	123. Releases property to Plaintiff/Creditor.	
Always	Clerk or Deputy	124. Closes the Service Request by entering a final disposition. . 125. Starts WRIT RETURN WORKFLOW.	

END OF WORKFLOW

Real Estate Workflow

Overview: (1) Court issues a writ authorizing Sheriff to levy on debtor's property, and in some cases to sell it. (2) Sheriff records the levy. (3) Sheriff serves on relevant parties. (4) If authorized, Sheriff sells the property and records the sale. (5) Sheriff disburses the proceeds of the sale.

The following types of writs are used to start the process:

<i>Writ Type</i>	<i>Purpose</i>	<i>Time Limit for Lien to be Recorded</i>	<i>Time Limit for Lien to be Extinguished</i>
Attachment	Issued pre-judgment, preventing the debtor from concealing or transferring assets prior to judgment, but not authorizing the Sheriff to sell the property.	60 days	3 years
Execution	Issued post-judgment for a money judgment, authorizing the Sheriff to sell the property to pay off the judgment.	180 days	2 years
Sale	Issued post-judgment for a foreclosure on a mortgage, authorizing the Sheriff to sell the property to pay off the mortgage.*	180 days	2 years

*Most foreclosures are "non-judicial" and do not involve the courts or the Sheriff, but the lender may not take further action to recover a "deficiency" (when sale proceeds will be less than the amount owed on the mortgage). In a "judicial" foreclosure, which does involve the courts and the Sheriff, a lender may get a "deficiency judgment" UNLESS the mortgage was for purchase money, the debtor is a natural person, AND the property is a dwelling with 1-4 units. With a deficiency judgment the debtor has a right to redeem (buy back) the property within 1 year after foreclosure (90 days if the sale proceeds were sufficient to cover the deficiency).

<i>WHEN</i>	<i>WHO</i>	<i>WHAT</i>	<i>COMMENTS</i>
Always	Creditor	1. Researches liens on the property to be attached or sold. 2. Starts INTAKE WORKFLOW.	Some liens will be extinguished with a Sheriff's sale, others will be assumed by the Buyer.
	Real Estate Clerk	3. Completes INTAKE WORKFLOW. This includes: a. Creation of a Service Request b. FUND INTAKE WORKFLOW for deposits for fees and anticipated costs c. Data entry including parcels to be attached and/or sold, writ instructions, etc. d. Scanning of paperwork such as writ etc.** 4. Generates and prints <u>Levy Packet</u> . 5. Starts RECORDING WORKFLOW to record <u>Levy Packet</u> (establishing a lien on the property). 6. Generates and prints <u>Levy Notification Packets</u> for (a) owner of record, (b) Debtor, (c) Creditor, (d) occupant, (e) third parties if any. 7. Mails <u>Levy Notification Packet</u> to owner of record, Creditor, and third parties if any.	
If this is a Writ of Attachment ex parte AND Debtor has no attorney of record	ACES	8. Creates a Service Request for service of <u>Levy Notification Packet</u> on Debtor. 9. Assigns to a Serving Office.	Ex parte writs are issued prior to a hearing
	Serving Office Employee	10. Starts PERSONAL SERVICE WORKFLOW to serve <u>Levy Notification Packet</u> on Debtor.	
Otherwise	Real Estate Clerk	11. Mails <u>Levy Notification Packet</u> to Debtor's attorney (or Debtor if no known attorney).	
Always	ACES	12. Creates a Service Request for service of <u>Levy Notification Packet</u> on occupant. 13. Assigns to a Serving Office.	
	Serving Office Employee	14. Starts PERSONAL SERVICE WORKFLOW to serve <u>Levy Notification Packet</u> on occupant.	
If occupant was NOT served (from Step 14)	Field Employee	15. Posts notice on property. 16. Observes whether property contains a dwelling.	
	Field Employee	17. Ensures that ACES indicates it as a dwelling.	

<i>WHEN</i>	<i>WHO</i>	<i>WHAT</i>	<i>COMMENTS</i>
Whenever the judgment has been satisfied	ACES	18. Alerts Clerk.	
	Real Estate Clerk	19. PROCESS CONTINUES AT STEP 23.	
Whenever the Debtor has paid off the lien directly to Creditor, OR the court orders the lien released, OR other release conditions are met	Creditor or Court	20. Brings appropriate paperwork to CMU: a. requestor's instructions, OR b. court order, OR c. receipt of claim and cost, OR	
	Real Estate Clerk	21. Enters data. 22. Scans and attaches paperwork. 23. identifies any open Service Requests associated with the lien. 24. Calls Creditor's attorney to verify information and actions to be taken.	
	Creditor's attorney	25. May request that the Writ be held full term. 26. May seek "certified memorandum of costs."	
	Real Estate Clerk	27. Enters data regarding the conversation with the Creditor's attorney.	
If action is pending in the field that needs to be cancelled	Real Estate Clerk	28. Calls the field employee to cancel the action.	
If a sale is pending (from Step 78)	ACES	29. Displays a list of publications (from Steps 83-85).	
	Real Estate Clerk	30. Cancels any publications not yet in press. 31. Indicates publications cancelled. 32. Cancels the sale.	
	Real Estate Clerk	33. Generates and prints <u>Release</u> . 34. Starts RECORDING WORKFLOWS to release the property. 35. Closes the Service Request(s) by entering a final disposition.	
If request (from Step 25) was NOT received	ACES	36. Starts WRIT RETURN WORKFLOW.	
		37. PROCESS ENDS.	

WORKFLOW IS CONTINUED ON NEXT PAGE

WHEN	WHO	WHAT	COMMENTS
If this is a writ of execution OR a writ of sale		Continue below.	CMU is actually just selling the Debtor's interest in the property.
If property is a dwelling (from intake instructions or Step 17), AND Debtor is a natural person	ACES Real Estate Clerk	38. Alerts Clerk. 39. Prints notice to Creditor that Sheriff will re-release property unless CMU receives a copy of the <u>Application for Sale of Dwelling</u> within 26 days. Mails.	
Within 26 days	Creditor Real Estate Clerk	40. Submits copy of <u>Application for Sale of Dwelling</u> . 41. Enters data. 42. Scans and attaches paperwork.	
If this is NOT received within 26 days	Real Estate Clerk	43. PROCESS ENDS VIA STEPS 28-37.	
	Creditor Court	44. Serves hearing notice on Debtor. 45. Conducts hearing on the Application for Sale of Dwelling; orders the sale.	
If Debtor did not appear at hearing on the Application for Sale of Dwelling (Step 45)	Creditor	46. Serves <u>Second-Chance Hearing Notice</u> on Debtor. 47. Submits <u>Proof of Service of Second-Chance Hearing</u> .*	*Until Creditor performs this step, the process is suspended until the Writ expires, then continues at Step 165.
	Creditor	48. Submits the court order for the sale.*	
	Real Estate Clerk	49. Enters data, including whether Debtor has a right of redemption. 50. Scans and attaches paperwork.	
Whenever Creditor and Debtor have both requested in writing that sale be cancelled or postponed	Real Estate Clerk	51. Scans in the correspondence. 52. Cancels or postpones sale.	Sale can be postponed or cancelled at any time upon receipt of a faxed instruction signed by Debtor and Creditor. Cancelling the sale does not release the lien.
If a sale is pending (from Step 78)	ACES Real Estate Clerk	53. Displays a list of publications (from Steps 83-85). 54. Cancels any publications not yet in press. 55. Indicates publications cancelled. 56. Cancels the sale.	
If postponed		57. PROCESS RETURNS TO STEP 78.	
If cancelled	Real Estate Clerk	58. Closes the Service Request by entering a final disposition. 59. PROCESS WAITS UNTIL LIEN IS EXTINGUISHED, THEN CONTINUES AT STEP 165.	

WORKFLOW IS CONTINUED ON THE NEXT PAGE

WHEN	WHO	WHAT	COMMENTS
If this is a writ of execution		Continue below.	
If (debtor is a natural person, AND this is NOT a leasehold estate with an unexpired term of less than 2 years, AND property does NOT contain a dwelling	ACES	60. Waits 120 days after levy was recorded (Step 5), plus mailing time, before Step 67.	Mailing time: 5 days if debtor's address is in California, 10 days if in other states, 20 days if out of the USA Calif. Code of Civil Procedure § 701.540 - 545
Otherwise	ACES	61. Waits 30 days after levy was recorded (Step 5), plus mailing time, before Step 67.	
If this is a writ of sale		Continue below.	
If this is a foreclosure with a deficiency judgment	ACES	62. Alerts Clerk that Step 67 must be mailed within 2 days after levy.	Calif. Code of Civil Procedure § 729.010(b)(3)
If this is a foreclosure WITHOUT a deficiency judgment	ACES	63. Waits 120 days after levy was recorded (Step 5), plus mailing time, before Step 67.	
If this is a foreclosure on a Mello-Roos assessment		Continue below	
If property contains a dwelling for more than 4 families	ACES	64. Waits 30 days after levy was recorded (Step 5), plus mailing time, before Step 67.	Calif. Code of Civil Procedure § 701.540
Otherwise	ACES	65. Waits 10 days after levy was recorded (Step 5), plus mailing time, before Step 67.	Calif. Code of Streets & Highways § 8832
If this is NOT a writ of sale on a judgment of partition	ACES	66. Alerts Clerk.	
	Real Estate Clerk	67. Generates and prints Request for Lienholder Instructions. Mails to Creditor.	A Third-Party Claim could stay the process, although most are ultimately denied.
	Creditor	68. Submits <u>Lienholder Instructions</u> —list of liens, lien data, and Lienholder contact data.	
	Real Estate Clerk	69. Enters data and scans paperwork.	
If Writ expiration date is less than "x" days after today	ACES	70. Alerts Clerk.	Sale date must be prior to
If too late	Real Estate Clerk	71. Decides whether or not it is too late for a sale.	Writ expiration date.
		72. PROCESS WAITS UNTIL LIEN IS EXTINGUISHED, THEN CONTINUES AT STEP 165.	
Whenever desired	Third party	73. May submit written <u>Request by Third Party</u> to be sent a Notice of Sale.	
If this is a writ of sale on a judgment of partition	Third party	74. May submit the request orally.	
If oral request	Real Estate Clerk	75. Writes a note in lieu of a written request.	
	Real Estate Clerk	76. Scans paperwork and enters data.	

WORKFLOW IS CONTINUED ON THE NEXT PAGE

WHEN	WHO	WHAT	COMMENTS
If <u>Lienholder Instructions</u> have been requested (Step 67) but NOT received, OR a release option is pending, OR a stay is pending, OR the writ has been returned	ACES	77. Does not allow a <u>sale date</u> to be set.	
Otherwise	Real Estate Clerk	78. Sets a <u>sale date</u> —must be: a. prior to Writ expiration date (2 years after Writ issue date) b. prior to expiration of judgment period c. at least 120 days after <u>Levy Notification Packet</u> was served or mailed to Debtor, plus mailing time	
If this is one of the following: ■ a foreclosure: (a) without deficiency, OR (b) on a Mello-Roos assessment AND property contains a dwelling for more than 4 families ■ a writ of execution: (a) Debtor is an artificial entity, OR (b) property contains a dwelling AND is NOT a leasehold estate with unexpired term less than 2 years		d. at least 4 weeks after today (20 days after sale date is set, plus mailing time for <u>Notice of Sale</u> , and time for publications to run)	
Otherwise			
If this is (a) NOT a sale with right of redemption (from Step 49) AND (b) NOT a writ of sale on a judgment of partition (from Step 3)	Real Estate Clerk	79. Sets <u>"a" minimum bid</u> to cover: a. liens* (from Step 69) i. preferred labor claims ii. state tax liens superior to Creditor's lien b. sale costs to be paid by Debtor (and added to the amount to satisfy the judgment) c. sale costs to be paid by Buyer including documentary transfer tax d. exemptions (including any homestead)	*Calif. CCP §1206
For Mello-Roos foreclosures		e. interests f. costs after issuance of writ g. levying officer costs	
For a Buyer other than the Creditor		h. deposits (undertaking) paid by Creditor pursuant to CCP § 720.260 plus 10% interest from deposit date to sale date	
If this is a sale on a judgment of partition	Real Estate Clerk	80. Refers to interlocutory judgment for terms of sale.	
If this is a writ of execution AND property is a dwelling AND Debtor is a natural person	Real Estate Clerk	81. Sets a <u>"b" minimum bid</u> (higher than "a") to 90% of fair market value.	
	Real Estate Clerk	82. Generates and prints: a. <u>Notice of Sale</u> for • Lienholders • Debtor • Creditor • Third-party requestor (from Step 76) • Every party who has appeared in the action (listed in the interlocutory judgment)	
If this is a judgment of partition		b. Service Ticket to post the <u>Notice of Sale</u> 83. Emails publication notice. 84. Faxes publication notice. 85. Starts PERSONAL SERVICE WORKFLOW to serve <u>Notice of Sale on Occupant (one attempt)</u> 86. Posts <u>Notice of Sale</u> (a) on property AND (b) in a public place.	Publication must run for 3 consecutive weeks: 20, 10, and 5 days prior to sale. It is possible that in the future, web publication might suffice in lieu of print publication. Currently Metropolitan News Co. is used
	Field Employee		

WHEN	WHO	WHAT	COMMENTS
"x" days before the sale date	ACES	87. Alerts Clerk.	
	Real Estate Clerk	88. Verifies that <u>sale date</u> is at least 20 days after: a. the first publication b. mailings to or service on Debtor c. mailings to lienholders d. service on Occupant or posting on property e. posting in a public place	
If criteria from Step 89 are NOT met	ACES	89. Prompts Clerk to reschedule sale.	
	Real Estate Clerk	90. Reschedules sale.	
Otherwise	Real Estate Clerk	91. Generates and prints <u>Confirmation of Sale Date</u> with itemized additional costs to be taken out of the proceeds from the sale.	
		92. Reviews for completeness.	
		93. Mails to Creditor.	
	Creditor	94. May submit an advance bid in writing.	
If Creditor submits advance bid	Real Estate Clerk	95. Enters bid data.	
		96. Scans and attaches written bid.	
On the sale date	ACES	97. Alerts Clerk.	
	Real Estate Clerk	98. Generates and prints <u>Sale Ticket</u> . 99. Reads Notice of Sale to bidders. 100. Conducts the auction: receives oral bids and writes down each bid when it is given. 101. Enters bid data. 102. Calls Creditor's attorney to inform of sale results.	Bidders must be present, except for an advance bid by the Creditor.
If the "a" minimum bid from Step 79 was NOT reached	ACES	103. Alerts Clerk.	
		104. PROCESS ENDS VIA STEPS 33-37.	
If highest bid fell below the "b" minimum bid from Step 81	Real Estate Clerk	105. Takes no action—lien remains in place; sale is NOT completed; property is NOT released.	
	Creditor's attorney	106. May obtain <u>court order</u> to repeat the sale process without a "b" bid.	
If Creditor's attorney obtains that court order	Creditor's attorney	107. Submits paperwork to CMU.	
	Real Estate Clerk	108. Enters data; scans and attaches paperwork. 109. PROCESS RETURNS TO STEP 78.	
Otherwise (no court order received)	Creditor's attorney	110. May request another sale attempt.	
If Creditor requests another attempt	Real Estate Clerk	111. Enters data.	
		112. PROCESS RETURNS TO STEP 68.	
Otherwise		113. PROCESS WAITS UNTIL LIEN IS EXTINGUISHED, THEN CONTINUES AT STEP 165.	
	Real Estate Clerk	114. Determines the buyer (highest bidder).	
	Buyer	115. Pays cash or cashier's check for: a. Full price, OR b. Down payment of the greater of \$5,000 or 10% of the sale price	
If the Creditor is the Buyer		c. Full price ("a" above) or down payment ("b" above) <u>minus</u> credit against the judgment* for any amount in excess of the minimum bid	*Credit against the judgment is called "wooden money."
			Wooden money cannot be used until the minimum bid amount has been paid in cash or cashier's check.
If "wooden money" is used	ACES	116. Deducts "wooden money" credit from amount to be disbursed to Creditor as proceeds of this sale.	
	Real Estate Clerk	117. Enters sale data. 118. Performs FUND INTAKE WORKFLOW and issues receipt.	

WHEN	WHO	WHAT	COMMENTS
If less than full price was paid	ACES	119. Adds to sale price: interest from date of sale to date balance is paid—10% annual interest rate on unpaid balance.	
	Buyer	120. Submits payment for the balance.	
	Real Estate Clerk	121. Performs FUND INTAKE WORKFLOW.	
If balance is not paid within 10 days of the sale	ACES	122. Alerts Clerk.	
	Real Estate Clerk	123. Applies defaulting buyer's forfeited deposit: a. interest on amount bid, from date of bid to date resold, at 10% per annum b. liens and encumbrances c. Debtor's applicable exemption pursuant to Calif. Code of Civil Proc. § 704.720 d. CMU's sale costs not yet reimbursed e. judgment (to be disbursed to Creditor) f. documentary transfer tax g. any excess (CMU overage fund)	
		124. PROCESS RETURNS TO STEP 78.	
"x" days after the sale	ACES	125. Alerts Clerk.	
	Real Estate Clerk	126. Calls Buyer.	
		127. Generates and prints documents to be recorded:	
If this is a Writ of Sale With Redemption		a. <u>Certificate of Sale</u> b. <u>Conformed copy of Deed of Sale</u>	
Otherwise (other Writ type)		c. <u>Deed of Sale</u> d. <u>Preliminary Change of Ownership Form</u>	
	Employee and Buyer Real Estate Clerk	128. Sign the documents to be recorded. 129. Starts RECORDING WORKFLOW for above documents (includes NOTARIZATION WORKFLOW). 130. Mails documents to Buyer. 131. Releases the property to the Buyer.	If Prelim. Change of Ownership Form is recorded with the Deed, the Assessor waives a \$20 recording fee. For an additional \$20 Buyer may skip this form
	ACES	132. Generates planned disbursement of proceeds of the sale, in the following order of priority: a. preferred labor claims (1206 CCP) b. superior state-tax liens (7162 GC) c. third-party payoff (plus 10% if the Creditor is NOT the Buyer) (720.260 CCP) d. consensual liens and encumbrances, and any liens for labor or materials that are subordinate to the judgment creditor's e. subordinate state tax lien on such property (subject to 688.030 CCP), provided the notice of state tax lien on the property is recorded or filed before the levying officer receives the proceeds of the sale or collection	
If there is a homestead exemption		f. all other liens and encumbrances g. Debtor's applicable exemption	CCP § 704.720, 704.850
		h. levying officer's (CMU) sale costs not prepaid i. Creditor's costs, plus interest from date Writ was issued j. Creditor's judgment, plus interest as indicated on Writ k. other judgment creditors or claimants who delivered other writs to the levying officer before the sale, accompanied by instructions to levy upon the judgment debtor's property or the proceeds from its sale or collection l. other persons known by levying officer to have a junior lien m. any excess—to Debtor or deposited in Court (727CCP)	
	Real Estate Clerk	133. Reviews planned disbursement of sale proceeds. May add or edit planned disbursements from sale proceeds.	Clerk must disburse sale proceeds as directed in interlocutory judgment if any..
If edited	ACES	134. PROCESS RETURNS TO STEP 133.	

WHEN	WHO	WHAT	COMMENTS
If property was sold with right of redemption		Continue below.	
If sale proceeds were sufficient to cover the judgment (amount owned on the mortgage)	ACES	135. Sets redemption expiration to 90 days after the sale	
Otherwise (deficiency remains)	ACES	136. Sets redemption expiration to 1 year after the sale.	
	Real Estate Clerk	137. Prints notice to Debtor. Mails.	
If redemption is desired	Person redeeming	138. Submits written request.	
If person redeeming is successor in interest to Debtor	Person redeeming	139. Also submits certified copy of a recorded conveyance or copy of an assignment or any other evidence of interest verified by an affidavit	
	Real Estate Clerk	140. Verifies that redemption period has not expired.	
If redemption period has expired	Real Estate Clerk	141. Informs Person redeeming. (Steps 159-164 would have already occurred; the process will end via Steps 165-166.)	
Otherwise (not expired)	Real Estate Clerk	142. Enters data and scans paperwork. 143. Prints notice to Buyer. 144. Mails.	
	Buyer	145. Submits claim for any additional amount to be added to redemption amount (see Step 148).	
	Real Estate Clerk	146. Enters data and scans paperwork. 147. Calculates the redemption amount: a. Purchase price paid by Buyer b. Buyer's payments of assessments, taxes, insurance, maintenance, repairs, and improvements c. Buyer's payments on prior obligations secured by the property d. Buyer's subordinate liens e. Interest on the above f. Rents, profits, and usage value (subtracted) 148. Prints notice to person redeeming. Mails.	
	Person redeeming	149. May dispute in court.	
If disputed in court	Court	150. May order a change in redemption amount, etc.	
If Court orders changes	Any party	151. Submits court order to CMU.	
	Real Estate Clerk	152. Enters data and scans paperwork.	
	Person redeeming	153. Submits cash or cashier's check for the redemption amount.	
	Real Estate Clerk	154. Re-verifies that redemption period has not expired.	
If redemption period has expired	Real Estate Clerk	155. Informs Person redeeming. (Steps 159-164 would have already occurred; the process will end via Steps 165-166.)	
Otherwise (not expired)	Clerk	156. Starts FUND INTAKE WORKFLOW. 157. Prints and starts RECORDING WORKFLOW for Deed of Sale to person redeeming.	TRUST DISBURSEMENT WORKFLOW will get redemption payment to Buyer.
When redemption period has expired AND property has not been redeemed	ACES	158. Alerts Clerk.	The Buyer had already acquired legal title when the sale was recorded, but the deed now needs to be recorded.
	Real Estate Clerk	159. Notifies Buyer, requesting recording fee.	
	Buyer	160. Submits payment for recording fee.	
	Real Estate Clerk	161. Starts FUND INTAKE WORKFLOW. 162. Prints and starts RECORDING WORKFLOW for Deed of Sale to Buyer.	
Always	Real Estate Clerk	163. Closes the Service Request by entering a final disposition.	
When lien is extinguished	ACES	164. Alerts Real Estate Clerk	
	Real Estate Clerk	165. Starts WRIT RETURN WORKFLOW.	
END OF WORKFLOW			

Notarization Workflow

WHEN	WHO	WHAT	COMMENTS
If Customer requests that the Sheriff serve a process and notarize the proof of service	Clerk	1. Determines whether or not Customer has provided for notary fee.	These steps need to have occurred as part of the Intake Workflow.
If notary fee NOT provided	Clerk	2. Will process without notarization.	
	Clerk	3. Receives an appropriate fee deposit for notary service when the Service Request was created. 4. Enters the following when the Service Request was created: a. Instruction to notarize the proof of service b. Whether or not notarization is needed if disposition is "not served" c. Timeframe for serving the item and returning the notarized proof of service	
	ACES	5. Adds the box calling for a notary's signature & stamp when the Service Ticket was printed.	
If service was not completed AND Customer did not instruct Sheriff to notarize a "not served" disposition	ACES	6. Reminds Clerk to refund notary service fee deposit to Customer.	
	Clerk	7. Refunds notary service fee deposit to Customer. 8. PROCESS ENDS.	
Always	Employee	9. From the Service Ticket, identifies item(s) to be notarized. 10. Requests cash to pay notary from petty cash revolving fund.	
	Clerk	11. Gets cash from petty cash* in safe. 12. Makes entry in log. 13. Gives cash to Field Employee.	
	Employee	14. Takes paperwork to Notary.	
	Notary	15. Notarizes Field Employee's signature on paperwork.	
	Employee	16. Gets notary seal on document(s) to be notarized (proof of service, deed of sale, etc.). 17. Pays Notary. 18. Gets receipt.	
	Employee	19. Scans as attached image: a. Documents notarized b. Receipt 20. Enters data including notary fees paid.	
	ACES	21. Adds notary fee to actual costs incurred.	
	Clerk	22. Restores petty cash.	
	Clerk	23. Mails original notarized item.	
	Clerk	24. Starts RECORDING WORKFLOW.	
END OF WORKFLOW			

*Petty cash is a revolving fund. The Head Clerk does a monthly audit of petty cash.

Recording Workflow

<i>WHEN</i>	<i>WHO</i>	<i>WHAT</i>	<i>COMMENTS</i>
Always	Clerk	1. Prints documents to be notarized and recorded.	
If document needs to be notarized before recording	Clerk	2. Starts NOTARIZATION WORKFLOW.	Leases, deeds, etc., not liens
	Real Estate Clerk	3. Prints 2 sets of the scanned images of the documents to be recorded—each set is called a “conformed copy.”	
		4. Mails one conformed copy to the Buyer (or person redeeming).	
		5. Gets cash from petty cash* in safe.	
		6. Makes an entry in petty cash log.	
		7. Brings documents to County Recorder's Office.	County Recorder has various branches—Norwalk, Lancaster, LAX, etc.
		a. Original document to be recorded	
		b. Conformed copy	
		8. Pays:	
		a. Recorder fee	In the future, documents will be electronically transmitted to the County Recorder.
		b. Documentary transfer tax	
	Recorder	9. Examines and accepts the documents.	
		10. Stamps the documents.	
		11. Gives to Real Estate Clerk:	
		a. Stamped conformed copy	
		b. Receipt	
	Real Estate Clerk	12. Enters data including:	
		a. Recorder's document number	
		b. Recorder fees paid	
		c. Documentary transfer tax paid	
		13. Scans and attaches:	
		a. Stamped conformed copies	
		b. Receipt	
	ACES	14. Adds Recorder fee and documentary transfer tax to actual costs incurred.	
	Clerk	15. Restores petty cash*.	
	Recorder	16. Scans the recorded documents into the Recorder's image database.	
		17. Mails the originals to Buyer (or person redeeming) in 4-6 weeks.	
END OF WORKFLOW			

*Petty cash is a revolving fund. The Head Clerk does a monthly audit of petty cash.

Keeper Installation Workflow

WHEN	WHO	WHAT	COMMENTS
Always	Creditor	1. Starts the INTAKE WORKFLOW.	
	ACES	2. Assigns Service Request to a Serving Office.	
	Serving Office Clerk	3. Prints Service Package. 4. Gives to Deputy.	
	Deputy	5. Assigns a Keeper and schedules on calendar. 6. May also assign a Relief Keeper.	
If property is to be seized when Keeper is installed	Deputy	7. Arranges for other resources such as movers. 8. Starts PERSONAL PROPERTY SEIZURE & SALE WORKFLOW.	
On the scheduled day	Deputy	9. Prints Case status including deposit balances. 10. Brings Keeper to the business location. 11. Makes demand for the amount to satisfy the judgment.*	*See note at end of this workflow.
If Debtor pays the amount	Deputy	12. Collects the money. 13. Does NOT install the Keeper. 14. Turns in the money (to any CMU office).	
	Clerk	15. Starts FUND INTAKE WORKFLOW. 16. PROCESS ENDS.	
Always	Deputy	17. Installs the Keeper.	
If Debtor has locked the entrance	Deputy	18. Checks Case status printout to determine whether: a. Court has issued a private place order b. Creditor has deposited enough money to cover locksmith costs.	
If there is a private place order		Continue below.	
If not enough money deposited to cover locksmith costs	Deputy	19. Calls Creditor to request additional deposit to cover locksmith costs.	
	Creditor	20. Chooses whether or not to make the additional deposit; informs Deputy.	
If Creditor makes the deposit	Clerk	21. Starts FUND INTAKE WORKFLOW.	
If no private place order (from Step 18) OR Creditor chose not to cover locksmith costs (from Step 20)	Deputy	22. Closes the Service Request by entering a final disposition. . 23. Scans paperwork as attached image. 24. Starts WRIT RETURN WORKFLOW. 25. PROCESS ENDS.	
	Deputy	26. Calls locksmith.	
	Locksmith	27. Opens the door. 28. Gives Deputy invoice.	
	Deputy	29. Approves invoice. 30. Gives Clerk invoice.	
	Clerk	31. Starts VENDOR PAYMENT WORKFLOW.	
	ACES	32. Adds locksmith costs to judgment.	
	Deputy	33. Brings Service Package to Clerk.	
	Clerk	34. Calls the Creditor to inform of status. 35. Enters data into Service Request: a. Date, time, Keeper name, etc. b. Cash on hand at time of installation c. Other data 36. Scans paperwork as attached image.	
At 4:30 pm, if the Keeper's shift will go past the CMU Office closing time	Clerk	37. Notifies: a. Local police b. Sheriff's headquarters c. CMU Office field supervisor. 38. Enters data indicating who was notified.	

<i>WHEN</i>	<i>WHO</i>	<i>WHAT</i>	<i>COMMENTS</i>
At the end of each shift	Keeper	39. Takes the money from the business and puts into envelope.	This step could be combined for multiple days over a weekend.
If the Writ calls for the seizure of property	Keeper	40. Takes the property into custody.	
	Keeper	41. Fills in Daily Record form: a. Money collected b. Inventory c. Property in custody d. Keeper fee request e. Expenses to be reimbursed 42. Turns in money and property collected, along with Daily Record form. 43. May also fill in and turn in Fee Request form and/or Expense Reimbursement form.	
	Serving Office Clerk	44. Enters data from Daily Record. 45. Scans Daily Record as an attached image. 46. Starts FUND INTAKE WORKFLOW based on what was received in Step 42.	
	ACES	47. Records the charge for each day's keeper fees. 48. Determines whether the balance of deposited funds will cover the projected costs.	
	ACES	49. Alerts Clerk.	
If deposited funds will NOT cover projected costs	Clerk	50. Calls Creditor to request more funds.	
If Creditor does not deposit sufficient funds	Clerk	51. Continues with Step 52.	
If the business is to be released back to the Debtor	Serving Office Clerk	52. Releases the keeper. 53. Enters data. 54. Updates status to those notified in Step 37.	
	Serving Office Clerk	55. Starts VENDOR PAYMENT WORKFLOW to pay the Keeper.	
	Control Office Clerk	56. Starts TRUST DISBURSEMENT WORKFLOW to disburse funds to Creditor.	
	ACES	57. Determines whether or not enough money has been collected to satisfy the judgment.*	*See footnote at end of this workflow.
When judgment has been satisfied (from Step 57)	ACES	58. Emails notice to Creditor. 59. Determines any overage due the Debtor.	
If overage (from Step 46)	ACES	60. Alerts Clerk.	
	Clerk	61. Starts TRUST DISBURSEMENT WORKFLOW to disburse funds to Debtor.	
Always	Clerk	62. Closes the Service Request by entering a final disposition. 63. Starts WRIT RETURN WORKFLOW.	
END OF WORKFLOW			

*Calif. CCP 695.210. The amount required to satisfy a money judgment is the total amount of the judgment as entered or renewed with the following additions and subtractions:

- (a) The addition of costs added to the judgment pursuant to Section 685.090.
- (b) The addition of interest added to the judgment as it accrues pursuant to Sections 685.010 to 685.030, inclusive.
- (c) The subtraction of the amount of any partial satisfactions of the judgment.
- (d) The subtraction of the amount of any portion of the judgment that is no longer enforceable.

Public Defender Subpoena Workflow

<i>WHEN</i>	<i>WHO</i>	<i>WHAT</i>	<i>COMMENTS</i>
Always	Public Defender's Office	1. Creates: a. Subpoena b. Service Request	Only Public Defender users can use ACES to create subpoenas.
If the Subpoena is NOT for a <u>peace officer</u> to appear as a witness	ACES	2. Calculates whether there is sufficient time to perform the service by comparing the current date with the Last Day to Serve Date.	
If not enough time to attempt service (from above step)	ACES	3. Displays a warning to the user, indicating that CMU may be able to make only one service attempt.	
If the Public Defender does not want to proceed	Public Defender's Office	4. Cancels the Service Request. 5. PROCESS ENDS.	
Always	Public Defender's Office	6. Searches for an existing Case corresponding to the information in the paperwork. 7. Either: a. Selects an existing Case, or b. Creates a new Case 8. Scans paperwork as attached images.	The original paperwork will be sent to court along with the proof of service.
If the Subpoena is for a <u>peace officer</u> to appear as a witness	Appropriate user	9. Prints the Service Package. 10. Mails to the peace officer.	
Otherwise (NOT a peace officer witness)	ACES	11. Determines optimal Serving Office based on service address and backlogs. 12. Sends the Service Request to the appropriate Serving Office.	
	Serving Office Clerk	13. Prints the Service Package. 14. Starts PERSONAL SERVICE OF PROCESS WORKFLOW.	
END OF WORKFLOW			

Protective Order and Temporary Restraining Order (TRO) Workflow

WHEN	WHO	WHAT	COMMENTS
Always	Petitioner	1. Requests restraining order from a court.	Typically there are one or more temporary orders.
	Court	2. Issues a court order—one of the following: a. New order b. Order modifying of a previous order c. Re-issue (an updated expiration date, and an updated issued date) d. Order after hearing e. Renewal of order after hearing 3. May include a form regarding fee payment (fee waiver; fee paid by court; fee paid by petitioner).	
	Court or CMU Office	4. Checks court order paperwork to ensure that it is: a. Complete b. Not a duplicate 5. Inquires into ACES but does not enter ACES data. 6. Submits to supervisor for review and approval. (CMU Only) 7. Scans court order paperwork into SharePoint .	
If Petitioner wants Sheriff to serve the restraining order	Petitioner	8. Makes request for service; brings paperwork (court order; sheriff's instructions; any accompanying documents)	It is possible that the paperwork has not yet been scanned into SharePoint at this point.
	Intake Clerk	9. Checks Petitioner's paperwork to ensure that it is: a. Complete b. Not altered by Petitioner 10. Verifies address. 11. Determines whether a fee is due from the Petitioner (from Step 3). 12. Starts INTAKE WORKFLOW.	
If a fee is due from the Petitioner (from Step 11)	Intake Clerk	13. Receives fee from Petitioner. 14. Starts FUND INTAKE WORKFLOW.	
Always	ACES	15. Creates Service Request(s)—one for each restrained party to be served.	The Service Request will wait until Step 24 to be further processed.
	Intake Clerk	16. Submits to supervisor for review and approval.	
When paperwork can be approved	Supervisor	17. Signs or stamps paperwork. 18. Returns paperwork to Intake Clerk.	
Always	Intake Clerk	19. Scans paperwork into SharePoint .	
	POS Clerk	20. Looks in SharePoint to find court orders scanned from Step 6. 21. Inquires into ACES but does not enter ACES data. 22. Enters relevant data into CARPOS (California Restraining and Protective Order System) via the Justice Data Interface Controller (JDIC) interface.	For a brief description of JDIC, see the note at the end of this workflow.
	ACES	23. Monitors CARPOS and imports new court-order data (data filter and interface to be determined).	CARPOS creates an FCN (file control number) as its unique identifier.

WORKFLOW IS CONTINUED ON NEXT PAGE

WHEN	WHO	WHAT	COMMENTS	
For each Service Request created in Step 15	ACES	24. Matches the CARPOS data with its corresponding Service Request (if any), using court case number as a common identifier. 25. Copies CARPOS data (includes the FCN) into the ACES record. 26. Accrues a fee for each CARPOS entry that CMU has made, to be billed to the State of Calif. Dept. of Justice. 27. Sends Service Request to POS for review.		
	POS Clerk	28. Reviews Service Request. 29. Compares with SharePoint. 30. May enter additional data into ACES. 31. Creates a Service Ticket as an image file in ACES. 32. Pushes completed Service Ticket into SharePoint .		
	ACES	33. Sends Service Request to a Service Office based on location where the order is to be served.		
	Service Office Clerk, Deputy, or Field Supervisor	34. In SharePoint , creates and prints Service Package including Service Ticket created in Step 32. 35. Assigns to a Field Deputy.		
	Field Deputy	36. Starts PERSONAL SERVICE workflow.		
	Field Deputy or Clerk	37. Enters proof of service into CARPOS via JDIC interface. 38. Scans proof of service and any other relevant paperwork into ACES.		
	ACES	39. Monitors CARPOS , listening for new data. 40. Matches the CARPOS data with its corresponding Service Request. 41. Copies relevant data into ACES. 42. Copies data, along with scanned image of proof of service, to TROWeb (lag time ≤ 10 minutes).		
	If served by someone other than the Sheriff	CMU Office Clerk or POS Clerk	43. Receives paperwork from court or process server. 44. Scans proof of service paperwork into SharePoint .	
		POS Clerk	45. Looks in SharePoint to find proofs of service scanned from Step 44. 46. Enters data into CARPOS via JDIC interface.	
		ACES	47. Monitors CARPOS and imports new proof-of-service data (data filter and interface to be determined).	
END OF WORKFLOW				

JDIC Note: JDIC (Justice Data Interface Controller) is a message switching system mandated by the Department of Justice (DOJ) to provide access to the California Law Enforcement Telecommunication System (CLETS), National Crime Information Center (NCIC), and National Law Enforcement Telecommunications System (NLETS) data files for law enforcement and criminal justice agencies within Los Angeles County. JDIC provides access to local, state, and federal law enforcement information from a single user interface. The JDIC system was implemented in 1977 and currently supports the Sheriff's Department, all municipal police departments, the District Attorney, the Superior Court, the Probation Department, and a variety of other local, state, and federal agencies within the County. JDIC is managed by the Sheriff's Data System Bureau, 12440 E. Imperial Hwy. 4th Floor East, Norwalk, CA 90650, 323-881-8210.

Vehicle Inspection Workflow

<i>WHEN</i>	<i>WHO</i>	<i>WHAT</i>	<i>COMMENTS</i>
Always	Customer	1. Receives one or more "fix-it tickets" (Citations) for a vehicle. 2. Drives vehicle to CMU Office. 3. Parks vehicle in the inspection area. 4. Brings Citation(s) into the office or hands to Deputy in the inspection area. 5. Requests vehicle inspection.	
	Clerk or Deputy	6. Verifies that Citation(s) are appropriate for a CMU vehicle inspection.	CSD Web shows the list of appropriate violations.
If Clerk is performing Step 6	Clerk	7. Gives Citation(s) to Deputy.	
	Deputy and Customer	8. Walk to the Customer's vehicle in the inspection area.	
Always	Deputy	9. Inspects Customer's vehicle. 10. Determines whether vehicle passes or fails the inspection for each Citation.	
If vehicle passes inspection for a particular Citation	Deputy	11. Writes his or her own employee number on the Citation OR orally communicates to Clerk.	
Always	Deputy	12. Returns Citation(s) to Customer	
If vehicle did not pass inspection for any of the Citations		13. PROCESS ENDS.	If you don't pass, you don't pay.
For Citations that have passed inspection, as evidenced in Step 11	Customer	14. Takes Citation back to the office. 15. Pays fee.	
If ACES is not down	Clerk	16. Creates Case record for the vehicle inspection service, entering data from Citation. 17. Receives fee via FUND INTAKE WORKFLOW. 18. Prints Certificate(s) of Correction.	
If ACES is down	Clerk	19. Issues a paper receipt with a unique number, and a paper Certificate of Correction..	
When ACES is back up	Clerk	20. Enters information retroactively, from paper into ACES.	
Always	Clerk	21. Signs Certificate(s) of Correction. 22. Gives Customer: Certificate(s) of Correction.	
	Customer	23. Submits Certificate(s) of Correction to Court.	

END OF WORKFLOW

“Personal Service of Process” Workflow

WHEN	WHO	WHAT	COMMENTS
Always	Clerk	1. Requests a Service Package to be printed.	
	ACES	2. Calculates whether there is sufficient time to perform the service by comparing the current date with the Last Day to Serve Date.	This step was already performed in the Intake Workflow, and is repeated here.
If not enough time to attempt service (from Step 2)	ACES	3. Displays warning to Clerk.	
	Clerk	4. May contact Customer.	
		5. Decides whether or not to attempt service.	
If not attempting service		6. PROCESS ENDS.	
Always	Clerk	7. Prints the Service Package.	
		8. Gives to Supervisor for approval.	
	Supervisor	9. Either approves or returns to Clerk for correction.	
If approved	Supervisor	10. Gives to Field Deputy.	
	Field Deputy	11. Attempts to serve the item.	If named party is an artificial entity such as a corporation, the designated agent is served
If address not found	Field Deputy	12. Indicates date and time of attempt on Service Ticket.	
If named party not found at address		13. Indicates date and time of unsuccessful attempt on Service Ticket.	
If substitution service is allowed*	Field Deputy	14. Attempts substitution service (for example, spouse in lieu of named party).	*Substitute service cannot be made if failure to appear or respond to process is punishable by arrest, e.g., subpoena, protective order or debtor examination.
If successful	Field Deputy	15. Indicates date, time, and name of substitution service on Service Ticket.	
If this was the first or second attempt	Field Deputy	16. Makes another attempt later in the day or the next day.	Supervisor should monitor service attempts to ensure adequate effort (such as trying at different times of day)
If successfully served	Field Deputy	17. Indicates on date and time of successful service on Service Ticket.	
Always	Field Deputy or Clerk	18. Enters data from notes written on Service Ticket a. Disposition b. Service attempts c. Substitution service	Dispositions: (1) <u>service</u> (including posting, subserve, personal, constructive, publishing, recording, mail); (2) <u>not found</u> (cannot be served at address using due diligence); (3) <u>no service</u> (time to serve expired before completion of due diligence); and, (4) <u>cancellation</u> (customer cancelled service)
		19. Scans Service Ticket as attached image.	
		20. Notifies Customer via email.	
	Field Deputy	21. Emails or faxes Notice of Service (or Notice of Non-Service) to Customer.	This shows the history of service attempts, substitutions, etc. (“due diligence”)
If physical proof of service document needs to be delivered to court	Field Deputy	22. Prints Proof of Service document. 23. Sends to court via messenger (U.S. Mail to out-of-county courts).	In the future this will be sent electronically.
If disposition was not found, no service, or cancelled	Field Deputy	24. Mails unserved documents to Customer.	
If the Service Request is only for service of process (no levy, eviction, protective order, etc.)	Field Deputy	25. Closes the Service Request by entering a final disposition.	

END OF WORKFLOW

Appeal Workflow

WHEN	WHO	WHAT	COMMENTS
Always	Court	1. Issues: a. an order determining a claim of exemption b. an order determining a third-party claim, OR c. a judgment.	
	Debtor	2. Files an appeal at the court.	
If NOT appealing (a) a small-claims judgment OR (b) an order determining a claim of exemption	Debtor	3. Posts an undertaking with the court.	An undertaking is a bond (usually a monetary deposit) that a party posts with the Sheriff or court, as a substitute for levied property. Undertakings are usually 1½ to 2 times the judgment.
	Court	4. Issues a document confirming that the undertaking was filed.	
Always	Debtor	5. Ensures that Creditor is served notice of the appeal and undertaking (if applicable). 6. Brings documentation to CMU Office: a. Court filing of appeal b. Court filing of undertaking (if applicable) c. Proof of service on Creditor	
	Intake Clerk	7. Identifies the applicable Service Request(s). 8. Reviews the sufficiency of the documents.	No appeals are accepted for cases the Sheriff is not currently servicing.
Always	Intake Clerk	9. Scans the documents as attached image. 10. Stays action to prevent the disbursement, transfer, or sale of the levied property.	
If an undertaking was posted in Step 3 AND Creditor believes the undertaking is insufficient AND less than "x" days after Creditor was served in Step 5	Creditor (or protected party to whom Creditor assigned the judgment)	11. May file an objection with the Court.	
If Creditor filed an objection	Court	12. Rules on the sufficiency of the undertaking. (If not sufficient, gives 5 days for Debtor to make it so.) 13. Issues a certificate with instructions to Sheriff.	Sheriff is called the levying officer in levy actions.
If the Court rules that the undertaking is insufficient (not justified)	Creditor	14. Brings certificate to CMU Office.	
	Intake Clerk	15. Finds the applicable Service Request(s). 16. Scans documentation as attached image. 17. Resumes the levy action in the Service Request(s). 18. PROCESS ENDS.	
If an undertaking was posted AND court has ruled it sufficient for releasing the property	Debtor	19. Brings certificate to CMU Office.	
	Intake Clerk	20. Verifies that the certificate is appropriate for releasing the property. 21. Finds the applicable Service Request(s). 22. Scans documentation as attached image. 23. Lifts the stay. 24. Releases the property to the Debtor (or party from whom it was taken). 25. Closes the Service Request by entering final disposition(s). 26. PROCESS ENDS.	
When appeals court decision on the levy	Any party	27. Brings court document to CMU Office.	
	Intake Clerk	28. Verifies the document. 29. Finds the applicable Service Request(s). 30. Scans documentation as attached image.	
If appeal was granted		31. Lifts the stay. 32. Releases the lien. 33. Releases the property to the Debtor (or party from whom it was taken). 34. Closes the Service Request by entering a final disposition.	
Otherwise (levy was upheld)		35. Resumes the levy action in the Service Request(s).	

END OF WORKFLOW

Code of Civil Procedure §917.1 through .9: "Unless an undertaking is given, the perfecting of an appeal shall not stay enforcement of the judgment of order... if the judgment or order is for... money, and also, certain costs... delivery or sale of personal property, foreclosure of a mortgage... delivery of real property... a right to attach order... cases not covered above if required by the court."

Code of Civil Procedure §116.810 (a): "Enforcement of the judgment of a small claims court, including the issuance or recording of any abstract of the judgment, is automatically suspended, without the filing of a bond by the defendant, until the expiration of the time for appeal."

Manual of Civil Procedure

28.5.1 Limited Civil Cases

To appeal a judgment or order in a limited case to the appellant division of the superior court:

- a. the appellant must:
 - (1) file and serve a Notice of Appeal
 - (2) pay the filing fee
 - (3) on or before the earliest of:
 - 30 days after the court clerk mails the "Notice of Entry" of judgment or a file-stamped copy of the judgment to the appellant
 - 30 days after the appellant serves or is served by a party with the "Notice of Entry" of judgment or a file-stamped copy of the judgment,
 - 90 days after the entry of judgment.
- b. the court clerk must mail notice of the filing of the Notice of Appeal on all parties and the appellant division
- c. the time to appeal may be extended in limited instances

28.5.2 Appeal to Court of Appeal

To appeal an unlimited civil case superior court judgment or order to the Court of Appeal:

- a. the appellant file a notice of appeal in the superior court
- b. The superior court clerk must mail notice of filing of the notice of appeal to the parties and Court of Appeal clerk
- c. the appellant must:
 - (1) file and serve a Notice of Appeal
 - (2) pay the filing fee
 - (3) on or before the earliest of:
 - 60 days after the superior court clerk serves the appellant with the "Notice of Entry" of judgment or a file-stamped copy of the judgment,
 - 60 days after the appellant serves or is served by a party with the "Notice of Entry" of judgment or a file-stamped copy of the judgment,
 - 180 days after entry of judgment
- d. the court clerk must mail notice of the filing of the Notice of Appeal on all parties and the appellant division

28.5.3 Small Claims Court

The Sheriff is not concerned with a small claims appeal because a writ of execution cannot be issued until the time to appeal has expired or, if an appeal is filed, until the appeal is dismissed or the court affirms the denial of a motion to vacate.

Third-Party Claim Workflow

WHEN	WHO	WHAT	COMMENTS
Always	Claimant (Third Party)	1. Is not the Debtor, AND claims a right, title, or interest in the levied property. 2. Files a Third-Party Claim with a CMU Office. 3. May post an <i>undertaking</i> .	Paperwork differs for claim of: (a) ownership or possession; (b) secured interest.
	Clerk	4. Starts INTAKE WORKFLOW. 5. Stays action to prevent the disbursement, transfer, or sale of the levied property.	An <i>undertaking</i> is a bond (usually a monetary deposit) that a party posts with the Sheriff or court, as a substitute for levied property.
If Claimant is posting an <i>undertaking</i> (from Step 3)	Clerk	6. Starts FUND INTAKE WORKFLOW.	
Within 5 days after Claim was filed	Clerk	7. Notifies (a) Creditor, and (b) Debtor, by either: a. PERSONAL SERVICE WORKFLOW b. Mail	Notification includes a copy of the Claim and information on the <i>undertaking</i> (if any).
If no response from Creditor within "x" days	Clerk	8. Releases the levy—process continues at Step 35.	
If Claimant posted an <i>undertaking</i> in Step 3	Creditor	9. May choose one of the following options: a. Agree to the Claimant's <i>undertaking</i> and release the levy—process continues at Step 35 b. Object to the Claimant's <i>undertaking</i> —process continues at Step 22 (for court to resolve the objection; process then will resume at Step 23).	Objection must state reason—usually that the amount is insufficient to cover the objector's interest in the property.
If Claimant did NOT post an <i>undertaking</i> in Step 3	Creditor	10. May choose one of the following options: a. Agree to the claim and release the levy—process continues at Step 35 b. Post a Creditor's <i>undertaking</i> with CMU.	If subsequently Claimant does not post a Claimant's <i>undertaking</i> , then levy will proceed.
If Creditor is a public entity		c. Post a zero <i>undertaking</i> but gives CMU notice of opposition—stay remains in place and process continues at Step 12	If subsequently Claimant does not post a Claimant's <i>undertaking</i> , then levy will proceed.
If Creditor is posting an <i>undertaking</i> in Step 10	Clerk	11. Starts FUND INTAKE WORKFLOW. 12. Notifies: a. Claimant b. Debtor	
If no response from Claimant within "x" days after Step 12	Clerk	13. Proceeds with the levy. 14. PROCESS ENDS.	
Within "x" days after Step 12	Claimant	15. May choose one of the following options: a. Let CMU proceed with the levy b. Post a Claimant's <i>undertaking</i> with CMU* c. Object to the Creditor's <i>undertaking</i> —stay remains in place, and process continues at Step 22. d. Post a zero <i>undertaking</i> —stay remains in place and process continues at Step 22 (for court to resolve the claim; process will then end).	*If subsequently there is no valid Creditor objection, then levy will be released.
If Claimant is a public entity			
If proceeding with levy in Step 15	clerk	16. Proceeds with the levy. 17. PROCESS ENDS.	
If Claimant is posting an <i>undertaking</i> in Step 15	Clerk	18. Starts FUND INTAKE WORKFLOW. 19. Notifies: a. Creditor b. Debtor	
If no response from Creditor within "x" days	Clerk	20. Releases the levy—process continues at Step 35.	
	Creditor	21. May choose one of the following options: a. Release the levy—process continues at Step 35 b. Object to the Claimant's <i>undertaking</i> —stay remains in place, and process continues at Step 22 (for court to resolve the objection).	

WHEN	WHO	WHAT	COMMENTS
Whenever an objection to an undertaking is made (from Steps 9, 15, or 21)	Objecting party (Claimant or Creditor) Clerk	22. Files paperwork with court.	
		23. Notifies other parties (Claimant, Creditor, Debtor) by mail or personal service.	
		24. Brings paperwork to CMU.	
		25. Reviews paperwork submitted.	
		26. Scans documentation as attached image.	
		27. Enters data.	
		28. Stays action until CMU receives the court ruling on the objection (Step 31).	
	Court	29. Rules on objection.	
	Any party	30. Notifies CMU of ruling.	
	Clerk	31. Enters Court Ruling.	
If this court ruling was to resolve an objection to an undertaking If this court ruling was to resolve the Third-Party claim itself		32. Follows Court order.	
		33. PROCESS RETURNS TO THE STEP AT WHICH THE OBJECTION WAS MADE.	
		34. PROCESS ENDS.	
If levy is to be released If no additional levies, liens, or court orders requiring Sheriff to hold the property If property was not picked up 10 days after it was released	Clerk	35. Closes the Service Request by entering a final disposition. relevant to this Third-Party Claim.	
		36. Determines whether there are additional levies, liens, or court orders requiring the Sheriff to hold that property.	
	Clerk	37. Releases the claimed property to the party from whom it was taken (usually the Debtor).	
Always	Clerk	38. Releases the claimed property to the Claimant	
		39. Closes the Service Request by entering a final disposition.	
		40. Returns writ.	
If court has instructed CMU to disburse an undertaking Otherwise (no court order instructing disbursement of undertaking)		41. Starts TRUST DISBURSEMENT WORKFLOW.	
	Clerk	42. Starts TRUST DISBURSEMENT WORKFLOW.	
	Clerk	43. Sends undertaking(s) to the court	
END OF WORKFLOW			

Where Creditor's Demand Personally Served (CCP 720.510 et seq.) The judgment creditor may make a demand for a third party claim by a secured party or lienholder, by delivering the demand, together with a copy, to the levying officer who levied on the personal property. The demand shall contain all the following: (1) The name and address of the secured party or lienholder. (2) The name and address of the creditor. (3) A detailed description of the personal property levied upon and the date of levy. (4) A statement that if the secured party or lienholder does not file a third party claim within 30 days after service of the demand, the secured party or lienholder shall be deemed to have waived any priority the security interest or lien may have over the creditor's lien on the property levied upon unless the property levied upon is released from the creditor's lien. (5) A statement that if any priority of the security interest or lien is waived, the secured party or lienholder may have a right to share in any excess proceeds of an execution sale of the property as provided in CCP 701.810.

Promptly after receiving the demand, and a copy thereof, the levying officer shall personally serve the original demand on the secured party or lienholder. If, because of the service address, the demand must be served by another levying officer, such levying officer's costs shall be paid out of the costs prepaid to the levying officer who levied on the property. The levying officer's certificate of service of the demand shall be promptly filed with the court after the service is completed. Unless otherwise required to release or the third party claim is sooner filed, the levying officer may not sell or otherwise dispose of the personal property described in the demand before expiration of 30 days after service of the demand on the secured party or lienholder. If the secured party or lienholder does not file a third party claim with the levying officer within 30 days after personal service of the demand, such person shall be deemed to have waived any priority the security interest or lien may have over the creditor's lien on the personal property levied upon and the property may be applied toward the satisfaction of the judgment free of the security interest or lien. If the creditor's lien on the property is subsequently released, the security interest or lien is restored to its former position of priority.

Creditor Demand for Third-Party Claim Workflow

A Creditor Demand for Third-Party Claim is a notice that the Creditor sends to party holding a lien or secured interest in a particular piece of personal property that has been levied under a writ of attachment or execution. This notice requires that party to “speak now or forever hold your peace”—file a third-party claim in the next 30 days or else lose any possible seniority in the distribution of proceeds from the sale of the property.

<i>WHEN</i>	<i>WHO</i>	<i>WHAT</i>	<i>COMMENTS</i>
Always	Creditor	1. Submits paperwork to CMU.*	*Calif. Code of Civil Procedures §720.530 contains details about this paperwork.
	Intake Clerk	2. Determines whether or not the property has already been sold or released.	
If the property has been sold or released	Intake Clerk	3. Informs Creditor that it is too late to serve this Demand for Third-Party Claim.	
		4. PROCESS ENDS.	
Otherwise (property not yet sold or released)	Intake Clerk	5. Starts INTAKE WORKFLOW.	
	ACES	6. Creates Service Request.	
	Intake Clerk	7. Starts PERSONAL SERVICE OF PROCESS WORKFLOW to serve the Demand for Third-Party Claim on the third party.	
	ACES	8. Prevents the levied property from being sold or released for 30 days.	
If the third-party files a Third-Party Claim	Claimant (Third Party)	9. Starts THIRD-PARTY CLAIM WORKFLOW.	
If the third party does NOT file a Third-Party Claim <u>within 30 days</u> after being served the Demand for Third-Party Claim	ACES	10. Sets the priority of any subsequent Third-Party Claim by that party as junior to the Creditor's interest in the levied property.	
END OF WORKFLOW			

Claim of Exemption Workflow

WHEN	WHO	WHAT	COMMENTS
Always	Debtor	1. Submits Claim form to CMU Office (original plus 2 copies).	
	Intake Clerk	2. Reviews form for completeness. 3. Ensures that it is filed by a natural person (an artificial entity is not permitted to file a claim of exemption). 4. Identifies applicable Service Request(s). 5. Enters Claim data. 6. Scans the form as attached image.	CMU always waits for an appeal period to lapse before carrying out a writ or court order, except "EWO granted."
If levy is NOT an EWO AND Claim is being submitted more than "x" days after Notice of Levy was mailed or served*	ACES Intake Clerk	7. Indicates that Claim is too late. 8. Rejects Claim. 9. Informs Debtor that it is too late to file a Claim of Exemption, however the Debtor can still get a court order to get Sheriff to accept a late filing.	*See note at end of this workflow regarding the number of days for "x."
Always	ACES	10. Calculates due date for Creditor to file an opposition.	Depends on type of levy.
If levy involves storage of personal property	ACES	11. Estimates additional storage fees that will need to be collected from Creditor while waiting for the hearing on the Claim. Sets a deadline for Creditor to pay that amount to CMU.	
Always	Intake Clerk	12. Stops disbursements (but not collections). 13. Prints Notice of Filing a Claim of Exemption to Creditor. 14. Mails notice.	
	Creditor	15. May submit a Notice of Opposition (combined with a Notice of Hearing) to CMU Office.	
If Creditor is to pay additional money (from Step 11)	ACES Control Office	16. Alerts the Control Office Clerk. 17. Notifies Creditor.	
If money not received within "x" days after notice	Control Office	18. Releases the property.	
If Notice of Opposition is submitted	Intake Clerk	19. Reviews form for completeness. 20. Identifies applicable Service Request(s). 21. Enters data.	These steps are taken regardless whether or not the property has already been released.
If submitted more than 10 days after Step 14**	ACES	22. Prompts Intake Clerk to reject the form.	
If form is not rejected	Intake Clerk	23. Scans the form as attached image. 24. Mails the original paperwork to the court, with statement describing property CMU is holding. 25. Schedules hearing to be held within 15 days. 26. Prints Notice of Opposition and Notice of Hearing. 27. Chooses method of service for each party to be served—either: a. Mail b. PERSONAL SERVICE WORKFLOW	**5 days if the levied property is a direct deposit social security or public benefit account
	Court	28. Makes a decision on the Claim.	
	Court or Defendant	29. Submits the document bearing the court order to CMU.	Court could grant all, part, or none of what was requested in the Claim.
	Control Office Clerk	30. Enters data. 31. Scans the form as attached image.	
	Debtor or Creditor	32. May submit paperwork to show that an appeal has been filed.	Wages ordered released in a EWO levy must be immediately released to the debtor, regardless of appeal.

<i>WHEN</i>	<i>WHO</i>	<i>WHAT</i>	<i>COMMENTS</i>
If an appeal is filed	Court	33. Makes a decision on the Claim.	Court could grant all, part, or none of what was requested in the Claim.
	Any party	34. Submits the document bearing the court order.	
	Control Office Clerk	35. Enters data. 36. Scans the form as attached image.	
If appeal period expires without an appeal filed, OR court rules on appeal	ACES	37. Alerts the Control Office Clerk.	
If opposition is upheld AND no appeal was filed, OR appeal decision is to uphold opposition	Control Office Clerk	38. Releases the stay.	Does not affect judgment itself, just enforcement.
		39. Adjusts levy per court order, if any.	
If due date has arrived AND <u>no</u> opposition has been filed (from Step 15), OR Court has upheld the Claim	ACES	40. Alerts the Control Office Clerk.	Does not affect judgment itself, just enforcement.
	Control Office Clerk	41. Makes adjustments to the levy as the Claim instructs.	
If Employer must take some action	Control Office Clerk	42. Generates a notice to Employer. 43. Mails the notice.	
If the trust account has excess funds (more money collected than is supposed to have been)	Control Office Clerk	44. Starts TRUST DISBURSEMENT WORKFLOW to return the funds to the Employer (or whoever it came from).	
END OF WORKFLOW			

The deadline for submitting a claim of exemption is as follows.

- Normally the deadline is 10 days plus mailing time. Mailing time is 5 days for in-state mail, 10 for out-of-state, and 20 for international. Personally served items have no mailing time.
- If the levy is from a writ of attachment ex parte, the deadline is 30 days rather than 10 days.
- If the levy is from a writ of attachment ex parte AND the levied property is for farm products and inventory AND the debtor is a natural person, there is no deadline.

Stay Workflow

<i>WHEN</i>	<i>WHO</i>	<i>WHAT</i>	<i>COMMENTS</i>
Always	Control Office Clerk	1. Receives information indicating a stay that applies to an action pursuant to a Writ 2. Identifies the affected Service Request(s). 3. Enters data 4. Scans paperwork (if any) as attached image. 5. Takes action to prevent violation of stay: a. Contacting Service Office personnel	The table at the end of this workflow lists the different types of stays.
	ACES	6. Prevents further action for affected activities: a. Service of process b. Eviction c. Collection d. Disbursement e. Seizure, sale, or transfer of personal property or real estate f. Keeper g. EWO h. Bank garnishment 7. Sends an alert to the Serving Office.	Stay does not necessary affect every action in the Case.
	Serving Office Clerk	8. Receives alert. 9. Reviews data and attached images.	
If Service Package is in field room waiting to be taken into the field	Serving Office Clerk	10. Physically retrieves the Service Package.	
If a Field Employee is en route to perform the service	Serving Office Clerk	11. Telephones the Field Employee.	
If the Field Employee has not yet performed the service	Field Employee	12. Does not perform the service 13. Returns the Service Package to the office.	If CMU performs a duty in violation of a stay, then CMU can issue a release.
Always	Control Office Clerk	14. Coordinates with Serving Office. 15. Verifies compliance with stay order. 16. May resume action on some or all Service Requests, and/or change instructions.	
If the Stay Order has a set expiration date, then when the Stay Order has expired (see the table at the end of this workflow)	ACES	17. Sends an alert to the Serving Office.	
	Control Office Clerk	18. Receives alert. 19. Reviews Stay Order and Service Request(s). 20. May remove stay and resume or reschedule actions affected.*	*Usually CMU will wait for a Lift Order before resuming action that was stayed.
When stay is lifted (see the table at the end of this workflow)	Control Office Clerk	21. Receives the Lift Order. 22. Identifies the affected Service Request(s). 23. Enters data. 24. Removes stay. 25. Scans paperwork as attached image. 26. Resumes or reschedules actions affected.	
	ACES	27. Sends an alert to the Serving Office.	
	Serving Office Clerk	28. Receives alert. 29. Takes action as needed.	

END OF WORKFLOW

See next page for table listing different types of stays.

<i>TYPE OF STAY</i>	<i>HOW SHERIFF IS ADVISED OF MODIFICATION OR TERMINATION</i>
A. Court Order (original paper document with court seal specifically directed to the Sheriff staying further action)	CMU receives another court order (sometimes called a "lift order") modifying or terminating the stay order
B. Statutory:	
1. Bankruptcy Automatic Stay	CMU receives documentation indicating that bankruptcy is dismissed, closed, or discharged—see Bankruptcy Workflow
2. Claim of Exemption	Time to appeal expires OR CMU receives documentation indicating that appeal has been adjudicated—see Claim of Exemption Workflow
3. Third-Party Claim	Period to post bond (undertaking) expires—see Third-Party Claim Workflow
4. Removal to Federal Court	CMU receives documentation indicating that case is remanded to federal court
5. Appeal with bond	CMU receives documentation indicating that appeal has been adjudicated—see Appeal Workflow
6. Bankruptcy Co-debtor	CMU receives documentation indicating that bankruptcy is dismissed, closed, or discharged—see Bankruptcy Workflow
C. Administrative:	
1. Dishonored check (received via FUND INTAKE WORKFLOW)	Check is redeemed
2. Administrative review, e.g., system malfunction	Problem is resolved
3. Special handling	Need for special handling ends

Bankruptcy Workflow

WHEN	WHO	WHAT	COMMENTS
Always	Debtor (or other party)	1. Informs Sheriff of bankruptcy. 2. Identifies cases affected.	
	Intake Clerk	3. Verifies bankruptcy information in PACER system or VCIS system (for LA County bankruptcy court). a. Verifies that bankruptcy was not dismissed, lifted, or discharged since being filed. b. Identifies the type of bankruptcy (chapter 7, 11, 12, 13, or 15). 4. Retrieves Case(s) in which this party is involved as a debtor.	
	ACES	5. Displays checklist for the required and optional information and/or paperwork: a. Bankruptcy petition b. Schedule H (co-debtors who are protected during the automatic stay period—only for chapter 13 bankruptcies) c. Removal notice (changes a case from state to bankruptcy court) d. Remand notice (after removal, returns the case to state court) e. Stay order f. Lift order* g. Demand for release from attachment h. Annulment order i. Lien avoidance (order avoiding lien) j. Dismissal order k. Closing order l. Discharge order m. Confirmation order n. 362 order granting motion for relief from the automatic stay	* When a bankruptcy is filed there is an automatic stay on certain types of levies and evictions; the court may grant a motion to lift the stay on one or more of these.
	Intake Clerk	6. Checks paperwork. 7. Enters data, including source of Sheriff's "reasonable notice" of bankruptcy filing, and date/time such notice was received. 8. Scans and attaches paperwork to the Case.	
	ACES	9. Identifies and displays actions that could be stayed (or otherwise affected) by this bankruptcy: a. Service Requests not yet served b. Collections and disbursements of levied funds c. Levied property that has not yet been transferred or sold	
	ACES	10. Prompts Control Office to cancel OR stay the Service Request 11. Prompts Serving Office to pull Service Ticket.	
	Control Office Clerk	12. Chooses: a. Cancel the Service Request, OR b. Start STAY WORKFLOW.	

WHEN	WHO	WHAT	COMMENTS
For each <u>eviction</u> identified		Continue below.	
If Creditor requests a delay in the eviction	Creditor	13. Sends written request to Control Office.	
	Control Office Clerk	14. Enters and scans the request.	
	ACES	15. Stays the eviction.	
		16. Prompts Serving Office to pull Ticket/Package.	
		17. Prompts Control Office to send a Notice of Sheriff's Procedure in Bankruptcy to: Creditor, Debtor, and Trustee.	
		18. PROCESS CONTINUES AT STEP 43.	
If Writ of Possession's entry of judgment date is on or after bankruptcy filing date		Continue below.	
If paperwork includes a 362 order	ACES	19. Takes no action; CMU will continue with eviction.	11 USC 362 (d) (4)
Otherwise (no 362)	ACES	20. Stays the eviction—see Steps 15–17.	
Otherwise (bankruptcy filed after judgment)		Continue below.	
If Service Request contains 715.040 instructions	ACES	21. Takes no action; CMU will continue with eviction.	
If property is residential	Landlord	22. May file Endangerment/Drug Certification	Can be filed after bankruptcy filing.
If Landlord filed Endangerment/Drug Certification (Step 22)	Intake Clerk	23. Reviews and verifies paperwork.	Assumes that this is filed with CMU, not the court.
	ACES	24. Scans paperwork and enters data.	
	Debtor (tenant)	25. Stays the eviction—see Steps 15–17.	
		26. May file an Objection.	
If Objection is NOT granted within 14 days	ACES	27. Prompts Control Office Clerk to resume eviction.	
	Control Office Clerk	28. Verifies no Objection granted.	
		29. Resumes the eviction.	
If Bankruptcy Petition does NOT contain eviction judgment	ACES	30. Takes no action; CMU will continue with eviction.	
Otherwise (contains eviction judgment)	Debtor (tenant)	31. May file a Right to Cure Certification along with funds for 30 days rent.	
If Debtor filed Right to Cure Certification (Step 31)	Intake Clerk	32. Reviews and verifies paperwork and rent.	Assumes that this is filed with CMU, not the court.
		33. Scans paperwork and enters data.	
		34. Starts FUND INTAKE WORKFLOW.	
	ACES	35. Stays the eviction—see Steps 15–17.	
	Debtor (tenant)	36. May file a Cure Certification during the 30-day stay period.	
If Cure Cert. filed (Step 36)	Landlord	37. May file an Objection.	
If Objection granted	Control Office Clerk	38. Resumes the eviction.	
If Cure Cert. is NOT filed (Step 36) within 30 days	ACES	39. Prompts Control Office Clerk to resume eviction.	
	Control Office Clerk	40. Resumes the eviction.	
If property is NOT residential		Continue below.	
If Service Request contains 362 instructions	ACES	41. Takes no action; CMU will continue with eviction.	11 USC 362 (b) (10)
Otherwise	ACES	42. Stays the eviction—see Steps 15–17.	

WHEN	WHO	WHAT	COMMENTS
If the eviction has been stayed in the above steps	ACES	43. Tolls the time—stops the clock that is counting the number of days between the 5-Day Notice and the lockout.	
If the Court issues a Lift Order	Clerk	44. Receives paperwork. 45. Scans paperwork and enters data, including: a. Whether the Lift Order waives the 14-day stay period b. If so, whether the Lift Order requires re-serving the 5-Day Notice to Vacate	
If 14-day stay is waived	ACES Control Office Clerk	46. Prompts Control Office to resume the eviction. 47. Resumes the eviction.	
Otherwise (NOT waived)	ACES	48. Waits until 14 days after the date of the Lift Order.	
If Notice to Vacate must be re-served (from Step 45)	ACES	49. Prompts Control Office to restart the EVICTION WORKFLOW at the Notice to Vacate step.	
Otherwise	ACES Control Office Clerk	50. Prompts Control Office to resume the eviction. 51. Resumes or restarts the eviction as prompted.	
When the bankruptcy has been dismissed, closed, or discharged	Clerk	52. Receives paperwork. 53. Scans paperwork and enters data. 54. Resumes the eviction.	
For each Writ of Execution identified for property in custody, bank garnishment, or pending sale		Continue below.	
If the Writ was served outside of the “automatic stay period”—before the bankruptcy filing date OR after the bankruptcy closing date	ACES Serving Office Clerk Control Office Clerk	55. Stays any delivery of the bankrupt party’s property to a Creditor under that Writ. 56. Stays any disbursements on that Writ? 57. Prompts Serving Office to pull any Ticket/Package for delivery of property under that Writ. 58. Prompts Control Office to cancel any sale that is scheduled or in progress under that Writ. 59. Prompts Control Office to send a Notice of Sheriff’s Procedure in Bankruptcy, to: Creditor, Debtor, and Trustee, indicating what CMU is holding and what will be released to Trustee if CMU receives a Trustee Demand Letter.* 60. Pulls any Ticket/Package as prompted above. 61. Carries out the above prompts. 62. Notifies appropriate field personnel. 63. Verifies Service Request Status.	Sheriff is the custodian of seized property and collected monies, holding this property under judicial lien in favor of the Creditor, and is obligated to turn these over to the Trustee. CMU continues to take in collections and hold property as a custodian, until further action is authorized by trustee demand letter, bankruptcy dismissal, discharge, lift order, order avoiding lien, or writ expiration.
If CMU receives a Trustee Demand Letter	Control Office Clerk ACES	64. Reviews and verifies the letter. 65. Scans paperwork and enters data. 66. Identifies: a. Property to be transferred to Trustee b. Funds to be disbursed to Trustee 67. Releases property to Trustee. 68. Sets up disbursement. 69. Carries out the disbursement via the TRUST DISBURSEMENT WORKFLOW.	*99% of the time the Trustee does not want to take possession of property or money.
Otherwise (Writ was served during “automatic stay period”—on or after bankruptcy filing date AND before or on bankruptcy closing date)	ACES Control Office Clerk	70. Prompts Control Office to: a. Cancel the Service Request b. Release the levy to Debtor or Trustee c. Notify Creditor and any third parties d. Stop any further collections on that Service Request 71. Carries out the above prompts.	

WHEN	WHO	WHAT	COMMENTS
For each <u>EWO</u> identified		Continue below.	
If this is a support EWO	ACES	72. Takes no action—not affected by bankruptcy.	
Otherwise (non-support)	ACES	73. Stops any disbursements for that EWO.	
		74. Prompts Control Office to send:	
		a. To employer: Notice of Modification or Termination of Earnings Withholding Order, explaining under item (c) that Sheriff has received a Notice of Automatic Stay pursuant to Title 11 USC 362, bankruptcy	
		b. To Creditor, Debtor, and Trustee: Notice of Sheriff's Procedure in Bankruptcy.	
	Control Office Clerk	75. Carries out the above prompts.	
For each <u>Writ of Attachment</u> identified	Debtor in Possession or Trustee	76. May post an undertaking with bankruptcy court.	
If an undertaking was posted	Debtor in Possession or Trustee	77. Files Demand for Release with CMU, with proof that undertaking was posted.	
	Control Office Clerk	78. Reviews paperwork.	
		79. Scans paperwork and enters data.	
		80. Prints letter to Plaintiff/Creditor, either:	
		a. Informing of undertaking and release, OR	
		b. Notifying of plan to release and opportunity to object	
		81. Mails letter.	
	Creditor	82. May file an objection with the court.	
If objection was filed	Court	83. Rules on objection.	
	Any party	84. Informs CMU of ruling	
	Control Office Clerk	85. Scans paperwork and enters data.	
If no objection was filed within "x" days, OR objection was NOT granted	ACES	86. Releases the levy to Debtor or Trustee through Steps 70–71.	
If an undertaking was NOT posted (Step 76) OR a Demand for Release was NOT filed (Step 77) OR an objection was granted (Step 83)	ACES	87. Cancels any disbursements associated with that Writ.	
		88. Prompts Control Office to send:	
		a. Notice of Sheriff's Procedure in Bankruptcy, to: Creditor, Debtor, and Trustee.	
		b. Sheriff's Notice of Intent to Release under Writ of Attachment, to Creditor	
	Control Office Clerk	89. Carries out the above prompts.	
For each Service Request that was successfully cancelled	Field Deputy	90. Returns any paperwork to the Control Office Clerk.	
	Control Office Clerk	91. Confirms that Service Request was not carried out.	
		92. Enters that confirmation into ACES.	
Whenever the Court issues a Lift Order (grants a motion to lift the automatic stay on particular levies)	Clerk	93. Receives paperwork.	\$4001 FRBP and § 62 FRCP
If 14-day say is NOT waived	ACES	94. Scans paperwork and enters data, including whether the Lift Order waives the 14-day stay period.	
		95. Waits until 14 days after the date of the Lift Order.	
	ACES	96. Prompts Control Office to resume the service	
	Control Office Clerk	97. Resumes the service.	
Whenever court avoids the judicial lien by issuing an order avoiding lien (applies to property levied prior to the bankruptcy)	Any party	98. Submits court order to CMU.	
	Control Office Clerk	99. Reviews paperwork.	
		100. Enters data.	
		101. Scans and attaches paperwork.	
		102. Releases affected property to Debtor or Trustee.	

WHEN	WHO	WHAT	COMMENTS
Whenever a party desires CMU to take other actions	Any party	103. May obtain court order and submit to CMU.	Needed for debts that survive bankruptcy (fraud, student loans, etc.)
	Control Office Clerk	104. Reviews paperwork.	
		105. Enters data.	
		106. Scans and attaches paperwork.	
		107. Performs the applicable actions.	
When the bankruptcy is discharged or dismissed (or a Confirmation Order is received)	Any party	108. Brings paperwork to CMU.	
		109. Instructs CMU to release to appropriate party.	
	Control Office Clerk	110. Reviews checklist.	
		111. Enters data.	
		112. Scans and attaches paperwork.	
For levies to be released	Control Office Clerk	113. Releases property to appropriate party per instructions.	
For judgments that have survived the bankruptcy (on paperwork from Step 108)	Control Office Clerk	114. Restarts Service Request and resumes applicable actions that had been stayed or canceled.	
When writ expires OR property has not been released after 2 years	ACES	115. Sends alert to Control Office	
	Control Office Clerk	116. Releases property to the party from whom it was taken.	
END OF WORKFLOW			

Fund Intake Workflow

This workflow excludes lockbox collections.

WHEN	WHO	WHAT	COMMENTS
Always	Employee, letter, email, or website Customer	1. Notifies Customer of amount due for fee payment, fee or expense deposit, levy payment, etc. 2. Tenders money: a. At counter (cash, check, or card*) b. By mail (check) c. By telephone (card) d. By website** (card or e-check)	* "card" = valid credit card, debit card, or ATM card ** future implementation, not currently in scope
	Clerk	3. Verifies tender received from Customer.	
If tender is a card	Clerk	4. Inputs transaction into card-processing system. 5. Receives confirmation from card-processing system.	Currently the County uses Link2Gov for card processing.
If customer is at counter	Customer	6. Signs card slip and returns it to the Clerk.	
	Clerk	7. Gives Customer duplicate copy of slip.	
Always	Clerk	8. Enters money received, showing the specific amount for each check, card, etc.	
If tender is a check AND customer has a history of bounced checks	ACES	9. Alerts Clerk.	
	Clerk	10. May refuse to take the check.	
	ACES	11. Calculates and displays the total amount received in Step 8. 12. Puts an "x"-day hold on checks—those funds cannot be disbursed until the hold is released, in case of the need to reverse the collection for a returned check.	Currently "x" is 21 days.
	Clerk	13. Applies funds to: a. Fee deposits for specific Service Requests b. Trust fund collections for specific levies c. Undertakings (cash bonds) for specific levies d. Reimbursable expenses (towing, etc.) related to specific Service Requests	Policy is to collect in advance for anticipated expenses and fees, but it is possible that these would be collected after the charges were incurred. However, disbursements to Creditors are never done in advance of collecting the funds.
	ACES	14. For each fund to which money was applied, subtracts the amount applied from the amount to satisfy. 15. Indicates any change due. 16. Reallocates fees based on business rules, for example, with a \$35 fee, \$15 goes to the 26731 special fund for CMU, and the balance of \$25 goes to the County general fund. 17. Accounts for fees earned (for CMU services actually rendered) against fees deposited. 18. Accrues zero interest for trust funds to be disbursed to Creditors and Debtors.	
If the total of the itemized amounts ≠ the tender amount, OR fund application is problematic (from Step 13)	ACES	19. Alerts the Clerk.	Partial application of funds or suspense accounts are not currently allowed.
If rejected	Clerk	20. Either: a. Rejects the payment b. Reapplies the funds	
If tender is a check received by mail or dropped off	Clerk	See next condition. 21. Writes a letter of explanation. 22. Returns the check, enclosing the letter.	
		23. PROCESS ENDS.	
If the amount applied exceeds the amount to satisfy (from Step 14)	ACES	24. Alerts the Clerk. 25. Allows the Clerk to reapply funds or cancel the transaction.	

<i>WHEN</i>	<i>WHO</i>	<i>WHAT</i>	<i>COMMENTS</i>
If amount is applied to a fee deposit AND the amount is less than the amount required (from Step 14)	ACES	26. Allows the Clerk to reapply funds or cancel the transaction. 27. Requires supervisory approval to accept a payment for less than the required amount for a fee deposit.	
If funds cannot be reapplied	Clerk	28. Returns the funds to the customer.	
Always	Clerk	29. Closes the transaction.	
If Customer is physically present	Clerk	30. Prints receipt. 31. Gives receipt to Customer. 32. Gives customer any change due.	
Always	Clerk	33. Puts cash into cash drawer. 34. Scans check as attached image. 35. Stores check and card slips.	
At the end of the shift	Clerk	36. Counts cash in drawer. 37. Totals other items. 38. Enters totals. 39. Prints cash drawer close-out record. 40. Locks cash in safe.	
Next day	Supervisor	41. Reconciles daily receipts to totals entered. 42. Enters bank deposit data. 43. Prints deposit slip.	
	Employee	44. Makes deposit at bank (with supervisor approval).	
When bank data is received	Supervisor	45. Confirms deposit.	
If a check is dishonored	Bank	46. Mails copy of check with reason (such as NSF) and date processed.	Face of check shows a receipt number to indicate the ACES transaction associated with that payment.
	ISS Clerk	47. Enters data.	
	ACES	48. Determines whether the check was applied toward collected funds to be disbursed.	
If the check was applied to funds to be disbursed	ACES	49. Determines whether the collected funds were disbursed.	This condition is unlikely due to hold in Step 12.
If the collected funds were not disbursed	ACES	50. Stays any disbursement of those funds.	No dishonored check fee yet.
Otherwise (funds have been disbursed)	ACES	51. Adds a dishonored check fee to the party who wrote the check. 52. Prompts Clerk to send a demand letter.	
	ACES	53. Prompts Clerk to send a notice to Creditor.	
	ISS Clerk	54. Prints letter(s) as prompted above. 55. Sends via certified mail.	
If the check was applied to fees or costs for a Service Request	ACES	56. Adds a dishonored check fee. 57. Prompts Control Office to print demand letter.	Purchases require cash or cashier's check, so dishonored checks would not occur for those transactions.
If a hearing related to the Service Request has been scheduled	ACES	58. Prompts Control Office to call court to cancel the hearing.	
If Service Request has not been completed	ACES	59. Prompts Serving Office to pull ticket from field.	
	Serving Office Clerk	60. Pulls ticket from the field. 61. Enters data (disposition is no service).	
	Control Office Clerk	62. Prints Demand to Redeem Payment letter to Creditor or Customer, indicating actions taken in response to the returned check. 63. Sends via certified mail.	
Whenever Customer redeems the check	Clerk	64. Restarts Service Request via INTAKE WORKFLOW, including the fee from Step 56.	
If Creditor or Customer does NOT redeem the check within "x" days	ACES	65. Adds cancelled service fee. 66. Prompts ISS to print demand letter.	
	ISS Clerk	67. Prints demand letter; mails.	
If check is not re-deemed after 30 days	ISS Clerk	68. Sends check to Treasurer–Tax Collector for collection.	

<i>WHEN</i>	<i>WHO</i>	<i>WHAT</i>	<i>COMMENTS</i>
When a writ is ≥ 2 years old	ACES	69. Alerts designated user.	
	Designated user	70. Prints report to court showing financial transactions on the writ.	
		71. Sends to court.	
END OF WORKFLOW			

Vendor Payment Workflow

This is used to pay movers, towers, keepers, locksmiths, etc.

WHEN	WHO	WHAT	COMMENTS
If a vendor cost estimate is desired	Employee Vendor	1. Telephones vendor to ask for cost estimate. 2. Provides estimate.	
Always	Employee	3. Checks to see if Creditor has deposited enough money to cover costs.	
If the item to be purchased is discretionary to the Creditor	Employee	4. Calls Creditor and asks for approval to purchase.	Items that are known in advance, such as Recorder fees, pre-sale publication fees, etc., are not considered discretionary, and would have already been deposited when the Service Request was initiated.
If purchase is NOT to be made		5. PROCESS ENDS.	
If there is not enough money to cover costs (from Step 3)	Employee	6. Tells Creditor to make additional deposit to cover costs.	
If Creditor makes the deposit	Clerk	7. Starts FUND INTAKE WORKFLOW.	
If Creditor does not make the deposit	Employee	8. Takes appropriate action such as closing the Service Request, releasing property, etc.	
		9. PROCESS ENDS.	
Always	Employee Vendor	10. Orders goods or services from Vendor. 11. Provides goods or services.	
		12. Submits claim or invoice for payment.	
	Employee	13. Either approves or rejects claim or invoice.	
If rejected	Employee and Vendor	14. Resolve issue and revise the claim or invoice.	
When approved	Clerk	15. Enters data from claim or invoice.	
	ACES	16. Adds the cost to the judgment amount.	
Daily	ACES	17. Accrues to each Service Request any projected costs for: a. Storage of seized property b. Delayed billings for vendors' services rendered for towing, moving, etc. 18. Reverses any accruals for actual payments made on accrued items. 19. Identifies payments to be made in this check-run.	
For each payment to be made:	ACES	20. Determines whether or not items Creditor's account is sufficient to cover payment.	
If not sufficient to cover payment	ACES	21. Suspends the item. 22. Notifies appropriate Employee.	
	Employee	23. Resolves and reinstates the item.	
Always		Process continues with TRUST DISBURSEMENT WORKFLOW starting at Step 1.	
Daily	ACES	24. Projects storage fees, keeper fees, etc. based on monthly and daily rates. 25. Calculates the number of storage days that Creditor 's deposit will cover.	The initial deposit is usually for 15 days.
If deposit is insufficient for another 10 days (from Step 25)	ACES Clerk	26. Alerts Clerk. 27. Prints a letter requesting additional fees. 28. Mails letter to Creditor.	
If deposit is insufficient for another 4 days (from Step 25)	ACES Clerk	29. Alerts Clerk. 30. Calls Creditor. 31. Memos the event in a call log.	
If deposit is insufficient for another day, AND Creditor was notified at least 3 days prior	ACES Clerk	32. Alerts Clerk. 33. Releases property to party from whom it was taken. 34. Prints notification letters. 35. Mails the letters. 36. Calls the party to whom the property is released. 37. Closes the Service Request by entering a final disposition. 38. Starts WRIT RETURN WORKFLOW.	

END OF WORKFLOW

Trust Disbursement Workflow

WHEN	WHO	WHAT	COMMENTS
Daily	Clerk ACES	1. Requests a Payout Batch. 2. Identifies fee refunds to be disbursed—Service Requests with a final disposition and a fee deposit balance 3. Identifies collections to be disbursed: <ol style="list-style-type: none"> Were collected \geq 21 days ago Have not yet been disbursed Are still disburseable (no stays, etc.) Have amount that exceeds some small minimum amount "x" 4. Calculates the amount—the lesser of: <ol style="list-style-type: none"> Collected amount Disbursements allowed* 5. Flags EWO disbursements where there was no change in the EWO Service Request or collection amount since its last disbursement. 6. Generates Payout Batch, including vendor payment items from VENDOR PAYMENT WORKFLOW.	
For disbursements NOT flagged in Step 5	Clerk	7. Verifies the Listing against Case data, including scanned electronic images of paperwork.**	* Disbursements allowed could have been changed by court order (such as Claim of Exemption) after collection has been made. **Typical errors: <ul style="list-style-type: none"> • Employer jumbles multiple garnishments. • Bankruptcy not entered correctly. • Wrong payee. • Wrong address, suite number, or zip code. • Typos. • Change of attorney. Ideally ACES would flag errors earlier in the levy lifecycle. †Dollar thresholds will be changed from time to time.
If corrections are needed	Clerk	8. Edits Case data. 9. PROCESS RETURNS TO STEP 1.	
When no further corrections are needed	ACES Supervising Clerk	10. Sends Payout Report to Supervising Clerk. 11. Approves or rejects Payout Batch.	
If Supervising Clerk did not approve	Clerk	12. Edits Case data. 13. PROCESS RETURNS TO STEP 1.	
Otherwise (approved)		Continue below.	
For payments \$5,000 to \$10,000†	ACES	14. Generates a Payment Approval List for Head Clerk to approve in Step 17.	
For payments \$10,001 to \$20,000†	ACES	15. Generates a Payment Approval List for Civil Advisor or Operations Sgt. to approve in Step 17.	
For payments > \$20,000†	ACES	16. Generates a Payment Approval List for Unit Commander to approve in Step 17.	
Always	Each Approver	17. Approves or rejects each item; may enter comments but may not edit.	
If an item is rejected in any of the approval steps above	ACES Clerk	18. Alerts Clerk. 19. Removes the item the Payout Batch. 20. Resolves as needed for the item to be approved in the next daily cycle.	
Always	ACES Authorized User	21. Generates Payment Request File for warrants (checks) to be issued. 22. Accepts or rejects Payment Request File.	
If the user rejects the Payment Request File		23. PROCESS RETURNS TO STEP 1 to be repeated either today or the next daily cycle.	
Always	ACES	24. Sends to ECAPS: Payment Request File.	
For each trust disbursement check over \$12	ACES	25. Deducts a \$12 disbursement fee from the funds collected, and adds to the amount to satisfy the judgment).	
	ECAPS	26. Sends to ACES: Postback File showing status of warrants requested.	
	Daily Approver	27. Reconciles ECAPS Postback File with approved payments. 28. Approves warrants to be issued in ECAPS.	

WHEN	WHO	WHAT	COMMENTS
If a payment needs to be stopped after the Payment Requisition was sent to ECAPS but before the check was mailed	Authorized Employee	29. Identifies the Payment Requisition. 30. Indicates that payment is to be stopped. 31. Faxes the Auditor-Controller.	
If a payment was made erroneously after the check was mailed	Head Clerk	32. Sends letter to payee requesting that funds be returned.	
	Payee	33. Either: a. Sends back the check uncashed. b. Remits money (via the FUND INTAKE WORKFLOW)	
If a party is not paid on time	Party	34. Submits a written demand via registered mail, certified mail, or over-the-counter delivery.	
	Clerk	35. Enters data and scans paperwork. 36. Attempts to identify and resolve issue. 37. Determines whether timely payment was not made.	
If timely payment was not made	ACES	38. Adds 25% penalty and interest at 10% per annum to the amount to be paid.	
If payment is to be made	ACES	39. Adds the item to the next check run.	
If a payment is contested	Contesting party	40. Submits a letter contesting a planned disbursement.	Usually based on a recorded lien or a divorced party involved in a judgment.
	Clerk	41. Enters data and scans paperwork. 42. Deposits the money with the court.	
	Court	43. Makes decision. 44. Disburses money.	
END OF WORKFLOW			

**COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT**

AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

**REQUEST FOR PROPOSALS
RFP# 399-SH**

**APPENDIX C
(Intentionally Omitted)**

**COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT**

AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

**REQUEST FOR PROPOSALS
RFP# 399-SH**

**APPENDIX D:
REQUIRED FORMS**

COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT

AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

REQUEST FOR PROPOSALS

APPENDIX D: REQUIRED FORMS

TABLE OF CONTENTS

EXHIBIT D-1	PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT
EXHIBIT D-2	PROSPECTIVE CONTRACTOR REFERENCES
EXHIBIT D-3	PROSPECTIVE CONTRACTOR LIST OF CONTRACTS
EXHIBIT D-4	PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS
EXHIBIT D-5	CERTIFICATION OF NO CONFLICT OF INTEREST
EXHIBIT D-6	FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION
EXHIBIT D-7	LA COUNTY COMMUNITY BUSINESS ENTERPRISE PROGRAM - REQUEST FOR LOCAL SBE PREFERENCE PROGRAM CONSIDERATION
EXHIBIT D-8	PROPOSER'S EEO CERTIFICATION
EXHIBIT D-9	ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS
EXHIBIT D-10	CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM - CERTIFICATION FORM & APPLICATION FOR EXCEPTION
EXHIBIT D-11	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION
EXHIBIT D-12	CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM
EXHIBIT D-13	CERTIFICATION OF INDEPENDENT PRICE DETERMINATION & ACKNOWLEDGEMENT OF RFP RESTRICTIONS

REQUIRED FORMS - EXHIBIT D-1
PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Page 1 of 3

Please complete, date and sign this form and place it as the **first page** of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in an Agreement. (Additional instructions may be found on page 3 of this Affidavit.)

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

_____	_____	_____
Name	State	Year Inc.

2. If your firm is a partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA
_____	_____	_____
_____	_____	_____

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? ____ If yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
_____	_____
_____	_____

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.4, Minimum Mandatory Requirements, of this Request for Proposals, as listed below.

Check the appropriate boxes:

- Proposer meets **all** firm-experience Minimum Mandatory Requirements listed in Paragraph 1.4.1 of the RFP.

☐ Yes ☐ No

- Proposer's proposed key staff meets **all** Minimum Mandatory Requirements listed in Paragraph 1.4.2 and Paragraph 1.4.3 of the RFP.

☐ Yes ☐ No

- Proposer meets Minimum Mandatory Requirement listed in Paragraph 1.4.6 of the RFP.

☐ Yes ☐ No

If a "no" box was checked, please explain: _____

Proposer further 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 shall be at the Sheriff's sole judgment and his/her judgment shall be final.

Proposer's Name: _____

Address: _____

E-mail address: _____

Telephone number: _____ Fax number: _____

On behalf of _____ (Proposer's name), I _____
(Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

Internal Revenue Service
Employer Identification Number

Title

California Business License Number

Date

County WebVen Number

Additional Instructions:

Taking into account the structure of the Proposer's organization, Proposer shall determine which of the below referenced supporting documents the County requires. If the Proposer's organization does not fit into one of these categories, upon receipt of the proposal or at some later time, the County may, in its discretion, request additional documentation regarding the Proposal's business organization and authority of individuals to sign Agreements.

If the below referenced documents are not available at the time of proposal submission, Proposer must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

Required Support Documents:

Corporations or Limited Liability Company (LLC):

The Proposer must submit the following documentation with the bid:

1. A copy of a "Certificate of Good Standing" with the state of incorporation/organization
2. 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.

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.

Contractor's Name: _____

REQUIRED FORMS - EXHIBIT D-2

PROSPECTIVE CONTRACTOR REFERENCES

Part A. Primary References

List references to evidence that Proposer (prospective contractor) meets the Minimum Mandatory Requirements as stated in Paragraph 1.4.1 through Paragraph 1.4.3 of the RFP. List exactly five (5) Primary References. Each of these five Primary References should be for a different firm or agency, not just for different contacts at the same firm or agency. References must be independent and not include a company or individual with an economic interest in the Proposer, former employee, partner, or shareholder, or any other person with a decision-making or influential capacity that would conflict with the County's interest.

The County will attempt to contact all five Primary References. It is the Proposer's responsibility to make sure that the information submitted on this form is current and correct, and that the contact person can be reached by the County during normal business hours.

A1	Firm or Agency's Name
	Address
	Project Name and Contract Number
	Contact Dollar Amount
	Description of Services Proposer Provided
	Start and End Dates for Services Provided
	Staff Member(s) and Their Roles or Tasks
	Contact Person's Name and Title
	Contact Person's Telephone(s) and Email

Contractor's Name: _____

A2 Firm or Agency's Name

Address

Project Name and Contract Number

Contact Dollar Amount

Description of
Services
Proposer
Provided

Start and End Dates for Services Provided

Staff Member(s) _____
and Their Roles _____
or Tasks _____

Contact Person's Name and Title

Contact Person's Telephone(s) and Email

A3 Firm or Agency's Name

Address

Project Name and Contract Number

Contact Dollar Amount

Description of
Services
Proposer
Provided

Start and End Dates for Services Provided

Staff Member(s) _____
and Their Roles _____
or Tasks _____

Contact Person's Name and Title

Contact Person's Telephone(s) and Email

Contractor's Name: _____

A4 Firm or Agency's Name

Address

Project Name and Contract Number

Contact Dollar Amount

Description of
Services
Proposer
Provided

Start and End Dates for Services Provided

Staff Member(s) _____
and Their Roles _____
or Tasks _____

Contact Person's Name and Title

Contact Person's Telephone(s) and Email

A5 Firm or Agency's Name

Address

Project Name and Contract Number

Contact Dollar Amount

Description of
Services
Proposer
Provided

Start and End Dates for Services Provided

Staff Member(s) _____
and Their Roles _____
or Tasks _____

Contact Person's Name and Title

Contact Person's Telephone(s) and Email

Contractor's Name: _____

Part B. Supplemental References

List any additional references to evidence that Proposer's firm experience, and/or the experience of specific individuals proposed for key staff roles, meet the Minimum Mandatory Requirements as stated in Paragraph 1.4.1 through Paragraph 1.4.3 of the RFP. If the five Primary References listed in Part A are sufficient to evidence these Minimum Mandatory Requirements, then Part B is not necessary; otherwise list as many Supplemental References as needed to demonstrate that Minimum Mandatory Requirements are satisfied. Use additional sheets if needed. The County may contact these references at its option.

B1	Firm or Agency's Name
.	Address
	Project Name and Contract Number
	Contact Dollar Amount
	Description of Services Proposer Provided
	Start and End Dates for Services Provided
	Staff Member(s) _____ and Their Roles _____ or Tasks _____
	Contact Person's Name and Title
	Contact Person's Telephone(s) and Email

Contractor's Name: _____

B2 Firm or Agency's Name

Address

Project Name and Contract Number

Contact Dollar Amount

Description of
Services
Proposer
Provided

Start and End Dates for Services Provided

Staff Member(s) _____
and Their Roles _____
or Tasks _____

Contact Person's Name and Title

Contact Person's Telephone(s) and Email

B3 Firm or Agency's Name

Address

Project Name and Contract Number

Contact Dollar Amount

Description of
Services
Proposer
Provided

Start and End Dates for Services Provided

Staff Member(s) _____
and Their Roles _____
or Tasks _____

Contact Person's Name and Title

Contact Person's Telephone(s) and Email

Contractor's Name: _____

B4 Firm or Agency's Name

Address

Project Name and Contract Number

Contact Dollar Amount

Description of
Services
Proposer
Provided

Start and End Dates for Services Provided

Staff Member(s) _____
and Their Roles _____
or Tasks _____

Contact Person's Name and Title

Contact Person's Telephone(s) and Email

B5 Firm or Agency's Name

Address

Project Name and Contract Number

Contact Dollar Amount

Description of
Services
Proposer
Provided

Start and End Dates for Services Provided

Staff Member(s) _____
and Their Roles _____
or Tasks _____

Contact Person's Name and Title

Contact Person's Telephone(s) and Email

Contractor's Name: _____

Part C. Matrix to Associate References with Minimum Mandatory Requirements

Use this form to indicate which references(s) demonstrate Proposer's adherence to the Minimum Mandatory Requirements stated in Paragraph 1.4.1 through Paragraph 1.4.3. Identify references by indicating the reference numbers used in Parts A and B of this form (for example, A2, B4, etc.).

Minimum Mandatory Requirements from Paragraph 1.4

Reference(s) demonstrating Proposer's adherence to the requirement—indicate reference number from Parts A and B of this form (A2, B4, etc.) ↓

PRIME CONTRACTOR'S FIRM EXPERIENCE—Firm experience may include the experience of those subcontractors who provide at least ten percent (10%) of the Implementation Phase staff-hours	
A. Firm experience must include ten (10) years of software development and implementation work comparable to the technical services identified in Appendix B, Statement of Work of this RFP.	
B. Firm experience must include at least seven (7) years, within the last ten (10) years, of thin-client (as defined in Section 1.1, Purpose, of this RFP) and/or browser-based application development .	
C. Firm experience must include at least three (3) implementations of case-management systems—including workflow, tracking, and cashiering functions—at California law-enforcement or justice agencies having at least 100 users in multiple office locations .	
D. Firm must have had at least five (5) contracts, each with a value of at least one million dollars, for software development work in one or more of the areas listed below within the past eight (8) years. 1. Development and implementation of enterprise-wide application software and database utilizing popular web development tools, e.g., Visual Basic, .NET, ASP.NET. 2. Development of system interfaces and integrations between multiple agencies and multiple computer platforms. 3. Integration of document management or imaging functionalities. 4. Integration of Geo Coding/GIS functionalities.	

Contractor's Name: _____

Minimum Mandatory Requirements from Paragraph 1.4

Reference(s) demonstrating Proposer's adherence to the requirement—indicate reference number from Parts A and B of this form (A2, B4, etc.) ↓

KEY STAFF PROPOSED	
A. Project Manager	
1. Proposed Project Manager must have at least five (5) years of experience in day-to-day management and administration of large-scale software development projects within the last seven (7) years.	
2. Proposed Project Manager must have at least five (5) years of experience in managing complex web-application software design, development, testing, and implementation within the last seven (7) years.	
3. Proposed Project Manager must have at least five (5) years of experience in developing application documentation, test plans, implementation plans, task plans, and risk management within the last seven (7) years..	
4. Proposed Project Manager must have at least four (4) years of experience in use of Microsoft Project within the last five (5) years.	
5. Proposed Project Manager must have at least two (2) years of experience in managing the development of web applications using Visual Studio.NET within the last three (3) years.	
6. Proposed Project Manager must have at least two (2) years of experience in managing software development related to civil enforcement within the last five (5) years.	
7. Proposed Project Manager must have at least two (2) years of experience in managing projects requiring data conversion from older systems within the last five (5) years.	
B. Application Architect	
1. Proposed Application Architect must have at least ten (10) years of experience in designing and implementing enterprise-wide applications for law-enforcement agencies having at least 100 users.	
2. Proposed Application Architect must have at least ten (10) years of experience in implementing and supporting applications that automate case management for civil-law-enforcement activities.	
C. Database Architect	
1. Proposed Database Architect must have at least five (5) years of experience in relational database design, tuning, and optimization within the last seven (7) years.	
2. Proposed Database Architect must have at least five (5) years of experience in developing complex stored procedures that may access multiple schemas on multiple servers within the last seven (7) years.	
3. Proposed Database Architect must have at least two (2) years of experience in data conversion from legacy systems within the last seven (7) years.	

Contractor's Name: _____

Minimum Mandatory Requirements from Paragraph 1.4

Reference(s) demonstrating Proposer's adherence to the requirement—indicate reference number from Parts A and B of this form (A2, B4, etc.) ↓

D. Lead Application Developer	
1. Proposed Lead Application Developer must have at least five (5) years of experience in developing complex web applications within the last seven (7) years.	
2. Proposed Lead Application Developer must have at least five (5) years of experience in developing web applications using Visual Studio .NET development tools within the last six (6) years.	
3. Proposed Lead Application Developer must have at least three (3) years of experience in developing applications that automate case management, tracking, workflow, and accounting for civil law enforcement activities within the last five (5) years.	
4. Proposed Lead Application Developer must have at least one (1) year of experience in programming with XML within the last four (4) years.	
5. Proposed Lead Application Developer must have at least three (3) years of experience in developing application interfaces between legacy applications (e.g. using TCP/IP messages) within the last five (5) years.	
6. Proposed Lead Application Developer must have at least two (2) years of experience in data conversion from legacy systems within the last seven (7) years.	
E. Quality Assurance Lead	
1. Proposed Quality Assurance Lead must have at least three (3) years of experience in quality assurance and testing of complex web applications within the last five (5) years.	
2. Proposed Quality Assurance Lead must have at least three (3) years of experience in developing, performing, and documenting test scenarios and test results within the last five (5) years.	

Contractor's Name: _____

REQUIRED FORMS - EXHIBIT D-3

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

List **all public entities** and County contracts for which the Proposer (prospective contractor) has provided service **within the last three (3) years**. Use additional sheets if necessary. It is not necessary to repeat listings for items referenced in Exhibit D-2.

P1	Entity or Agency's Name
.	Address
	Project Name, Contract Number
	Contact Dollar Amount
	Description of Services Proposer Provided
	Start and End Dates for Services Provided
	Contact Person's Name and Title
	Contact Person's Telephone(s) and Email
P2	Entity or Agency's Name
.	Address
	Project Name and Contract Number
	Contact Dollar Amount
	Description of Services Proposer Provided
	Start and End Dates for Services Provided
	Contact Person's Name and Title
	Contact Person's Telephone(s) and Email

Contractor's Name: _____

P3 Entity or Agency's Name

Address

Project Name and Contract Number

Contact Dollar Amount

Description of Services Proposer Provided

Start and End Dates for Services Provided

Contact Person's Name and Title

Contact Person's Telephone(s) and Email

P4 Entity or Agency's Name

Address

Project Name and Contract Number

Contact Dollar Amount

Description of Services Proposer Provided

Start and End Dates for Services Provided

Contact Person's Name and Title

Contact Person's Telephone(s) and Email

P5 Entity or Agency's Name

Address

Project Name and Contract Number

Contact Dollar Amount

Description of Services Proposer Provided

Start and End Dates for Services Provided

Contact Person's Name and Title

Contact Person's Telephone(s) and Email

Contractor's Name: _____

REQUIRED FORMS - EXHIBIT D-4
PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

List of all contracts that have been terminated within the past three (3) years. Use additional sheets if necessary.

T1	Entity or Agency's Name
.	Address
	Project Name and Contract Number
	Reason for Termination
	Contact Person's Name and Title
	Contact Person's Telephone(s) and Email
T2	Entity or Agency's Name
.	Address
	Project Name and Contract Number
	Reason for Termination
	Contact Person's Name and Title
	Contact Person's Telephone(s) and Email
T3	Entity or Agency's Name
.	Address
	Project Name and Contract Number
	Reason for Termination
	Contact Person's Name and Title
	Contact Person's Telephone(s) and Email

Contractor's Name: _____

T4	Entity or Agency's Name
.	
	Address
	Project Name and Contract Number
	Reason for Termination
	Contact Person's Name and Title
	Contact Person's Telephone(s) and Email

T5	Entity or Agency's Name
.	
	Address
	Project Name and Contract Number
	Reason for Termination
	Contact Person's Name and Title
	Contact Person's Telephone(s) and Email

T6	Entity or Agency's Name
.	
	Address
	Project Name and Contract Number
	Reason for Termination
	Contact Person's Name and Title
	Contact Person's Telephone(s) and Email

T7	Entity or Agency's Name
.	
	Address
	Project Name and Contract Number
	Reason for Termination
	Contact Person's Name and Title
	Contact Person's Telephone(s) and Email

REQUIRED FORMS - EXHIBIT D-5

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any bids submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in Number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of Number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in Number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Proposer's Name

Proposer Official Title

Official's Signature

REQUIRED FORMS - EXHIBIT D-6

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer's organization have and will comply with it during the RFP process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature:_____ Date:_____

LOBBYIST CERTIFICATION

REQUIRED FORMS - EXHIBIT D-7

County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

☐ **I AM NOT** ☐ A Local SBE certified by the County of Los Angeles Office of Affirmative Action
☐ **I AM** ☐ Compliance as of the date of this proposal/bids submission.

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number : _____

II. 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.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Non-Profit ☐ Franchise
☐ Other (Please Specify) _____

Total Number of Employees (including owners): _____

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date

REQUIRED FORMS - EXHIBIT D-8
PROPOSER'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)

EEO CERTIFICATION

REQUIRED FORMS - EXHIBIT D-9
ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____YES (subject to verification by County) _____NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

_____YES _____NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____YES _____NO _____N/A (Program not available)

Proposer Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Phone.#: _____ Fax #: _____

GAIN/GROW ATTESTATION - 10-14-03

REQUIRED FORMS - EXHIBIT D-10

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. **Refer to Exhibit A, Additional terms and Conditions, Paragraph 33.0, Compliance with Jury Service Program.** All Proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS – EXHIBIT D-11

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME:		
COMPANY ADDRESS:		
CITY:	STATE:	ZIP CODE:

I hereby certify that I meet all the requirements for this program:

My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (*attach IRS Determination Letter*);

I have submitted my three most recent annual tax returns with my application;

I have been in operation for at least one year providing transitional job and related supportive services to program participants; and

I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

REQUIRED FORMS - EXHIBIT D-12

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Date: _____

REQUIRED FORMS - EXHIBIT D-13

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION & ACKNOWLEDGEMENT OF RFP RESTRICTIONS

- A. 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.
- B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME

PHONE NUMBER

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. 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".

- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

Name of Firm

Print Name of Signer

Title

Signature

Date

APPENDIX - E

TRANSMITTAL FORM TO REQUEST A

SOLICITATION REQUIREMENTS REVIEW

TRANSMITTAL FORM TO REQUEST A RFP SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County
within 10 business days of issuance of the solicitation document***

Vendor Name:	Date of Request:
Project Title:	Project No.

A Solicitation Requirements Review is being requested because the Vendor asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Vendor must explain in detail the factual reasons for the requested review.
(Attach additional pages and supporting documentation as necessary.)

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Vendor: _____

APPENDIX – F

COUNTY OF LOS ANGELES POLICY

**ON DOING BUSINESS WITH SMALL
BUSINESS**

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

APPENDIX –G

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002; Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002; Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

APPENDIX – H

LISTING OF CONTRACTOS DEBARRED IN LOS ANGELES

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

Print current list of Debarred Contractors from the Contract Database. List may be obtained by going to:

<http://camispnc.co.la.ca.us/contractsdatabase/reports/SpecializedReports.asp>

Click on 'Contractors' / click on 'Select a report' / select 'Debarred Contractors' / click on 'Go!'

APPENDIX – I

SAFELY SURRENDERED BABY LAW

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafein.org



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

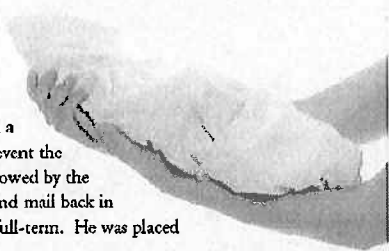
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

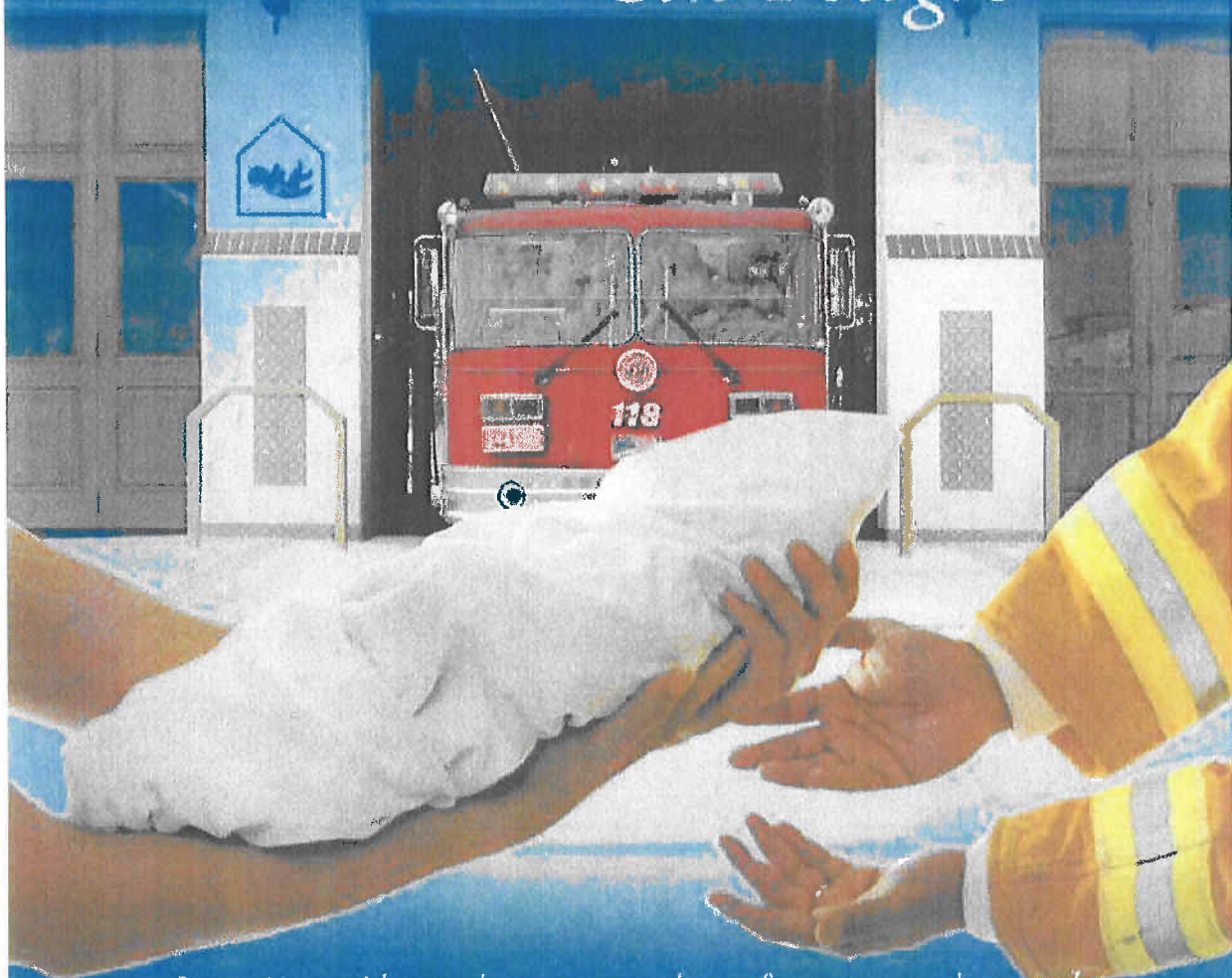
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafea.org



En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafeia.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés Sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



APPENDIX – J

FEDERAL EARNED INCOME CREDIT

(IRS 1015)

IRS NOTICE 1015

(Obtain latest version from IRS website -
<http://ftp.fedworld.gov/pub/irs-pdf/n1015.pdf>)



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2007)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2007 are less than \$9,780 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2008.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2007 Instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2007 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2007 and owes no tax but is eligible for a credit of \$825, he or she must file a 2007 tax return to get the \$825 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2008 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015 (Rev. 12-2007)
Cat. No. 306001

APPENDIX – K

***DEFAULTED PROPERTY TAX REDUCTION
PROGRAM***

Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations.

2.206.020 Definitions.

2.206.030 Applicability.

2.206.040 Required solicitation and contract language.

2.206.050 Administration and compliance certification.

2.206.060 Exclusions/Exemptions.

2.206.070 Enforcement and remedies.

2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such

instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

**COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT**

AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

**REQUEST FOR PROPOSALS
RFP# 399-SH**

**APPENDIX L:
SYSTEM REQUIREMENTS MATRIX
SPREADSHEET**

(This is a face page for a separate spreadsheet form that is a Microsoft Excel file. Proposers are required to download that Microsoft Excel file, enter information into it, and then submit it as part of the proposal, and also incorporate a print view of the completed spreadsheet into the hard copy and PDF copy of the proposal.)

**COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT**

AUTOMATED CIVIL ENFORCEMENT SYSTEM (ACES)

**REQUEST FOR PROPOSALS
RFP# 399-SH**

**APPENDIX M:
PRICING BREAKDOWN SPREADSHEET**

(This is a face page for a separate spreadsheet form that is a Microsoft Excel file. Proposers are required to download that Microsoft Excel file, enter information into it, and then submit it as part of the proposal, and also incorporate a print view of the completed spreadsheet into the hard copy and PDF copy of the proposal.)

Pricing Breakdown Spreadsheet

PART A: OFF-THE-SHELF ITEMS (add lines as needed)							Licensing Fees* per year from time item is installed	
Line number	Item description	Model or release number (if applicable)	Unit of measure	Unit price (including tax, shipping, overhead, etc.)	Quantity to be used	Total (unit price x quantity)	First year	Subsequent years
1				\$ -		\$ -	\$ -	\$ -
2				\$ -		\$ -	\$ -	\$ -
3				\$ -		\$ -	\$ -	\$ -
4				\$ -		\$ -	\$ -	\$ -
5				\$ -		\$ -	\$ -	\$ -
6				\$ -		\$ -	\$ -	\$ -
7				\$ -		\$ -	\$ -	\$ -
8				\$ -		\$ -	\$ -	\$ -
9				\$ -		\$ -	\$ -	\$ -
10				\$ -		\$ -	\$ -	\$ -
11				\$ -		\$ -	\$ -	\$ -
12				\$ -		\$ -	\$ -	\$ -
13				\$ -		\$ -	\$ -	\$ -
14				\$ -		\$ -	\$ -	\$ -
15				\$ -		\$ -	\$ -	\$ -
TOTAL COST FOR OFF-THE-SHELF ITEMS						\$ -	\$ -	\$ -

*These prices are in addition to Maintenance and Support Services priced in Part D of this Pricing Breakdown Spreadsheet.

Pricing Breakdown Spreadsheet

PART B. SERVICES DURING IMPLEMENTATION PHASE							
Major Task in Statement of Work (during Implementation Phase)	Service category (please indicate in the column headings below—add columns if needed)						Total
Task 1. Project Management	0	0	0	0	0	In each cell to the left, indicate the estimated number of staff hours broken down by Statement of Work major Task (rows) and service category (columns).	0
Task 2. Functional Assessment	0	0	0	0	0		0
Task 3. Technical Assessment	0	0	0	0	0		0
Task 4. Implementation Assessment	0	0	0	0	0		0
Task 5. System Development	0	0	0	0	0		0
Task 6. External Interfaces	0	0	0	0	0		0
Task 7. Production Reports	0	0	0	0	0		0
Task 8. Data Conversion and Database Initialization	0	0	0	0	0		0
Task 9. System Integration Testing	0	0	0	0	0		0
Task 10. User Acceptance Testing	0	0	0	0	0		0
Task 11. Performance Testing	0	0	0	0	0		0
Task 12. Documentation	0	0	0	0	0		0
Task 13. Training	0	0	0	0	0		0
Task 14. Cutover	0	0	0	0	0		0
Task 15. Maintenance and Support	0	0	0	0	0		0
TOTAL	0	0	0	0	0		0
						TOTAL COST FOR IMPLEMENTATION PHASE	
Rate per hour	\$ -	\$ -	\$ -	\$ -	\$ -	SERVICES→	
Cost (hours x rate per hour)	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -

Pricing Breakdown Spreadsheet

PART C. IMPLEMENTATION PHASE FIXED PRICE

Total cost for off-the-shelf items (from Part A of this spreadsheet)	\$	-
Total cost for Implementation Phase Services (from Part B of this spreadsheet)	\$	-
[Please describe other items to be paid to the Proposer for the Implementation Phase, if any. Add lines if needed.]	\$	-
	\$	-
TOTAL FIXED PRICE FOR IMPLEMENTATION PHASE	\$	-

PART D. POST-IMPLEMENTATION MAINTENANCE AND SUPPORT SERVICES*

Fixed annual price during first Post-Implementation annual period	\$	-
Fixed annual price during second Post-Implementation annual period	\$	-
Fixed annual price during third Post-Implementation annual period	\$	-
Fixed annual price during fourth Post-Implementation annual period	\$	-
Fixed annual price during fifth Post-Implementation annual period	\$	-
TOTAL FIXED PRICE FOR FIVE YEARS OF POST-IMPLEMENTATION PHASE	\$	-

*These prices are in addition to annual License Fees priced in Part A of this Pricing Breakdown Spreadsheet.

PART E. ADDITIONAL COSTS NOT SHOWN ABOVE

[Please list other items required for the system.]	\$	-
	\$	-
	\$	-
TOTAL ADDITIONAL COSTS	\$	-

Proposer shall guarantee the costs stated in the Pricing Breakdown Spreadsheet, including costs for third-party items.

Proposer, NOT County, shall be responsible for any excess cost over the stated costs for each of these items, and for the cost of any additional items needed for the system to meet system requirements and specifications. (See RFP section 2.8.5-E.)

PART F. PRICING FOR OPTION TERMS (see Sample Agreement paragraph 7)

Fixed annual price during first Option Term	\$	-
Fixed annual price during second Option Term	\$	-
Fixed annual price during third Option Term	\$	-
TOTAL	\$	-

Pricing Breakdown Spreadsheet**PART G. PRICING BREAKDOWN BY DELIVERABLE**

Total Fixed Price for Implementation Phase \$ -

Break down the Total Fixed Price for Implementation Phase by deliverable. For a COTS-Based Proposal use the left column; for a Wholly Custom Proposal use the right column. (See Request for Proposal, Section 1.4.5, for a description of COTS-Based Proposal versus Wholly Custom Proposal.) This breakdown should be consistent with the Implementation Phase Payment Schedule in Appendix A, Sample Agreement, Exhibit C, Pricing and Schedule of Payments.

USE THIS COLUMN FOR A COTS APPROACH

Deliverable 1.1.1. Baseline Project Control Document (PCD)	\$	-
Deliverable 1.1.2. Issues Tracking Log	\$	-
Deliverable 2.1.1. System Requirements Review Report	\$	-
Deliverable 2.2.1. Prototype Software	\$	-
Deliverable 2.2.2. Prototype Demonstration Scripts	\$	-
Deliverable 2.3.1. Report of Prototype Walkthroughs and Trials	\$	-
Deliverable 2.4.1. Functional System Design Document (with Fit-Gap Analysis)	\$	-
Deliverable 3.1.1. Technical Architecture Report	\$	-
Deliverable 4.1.1. External Data Sources Analysis Report	\$	-
Deliverable 4.2.1. Implementation Strategies	\$	-
Deliverable 5.1.1. Technical Environment Initialization Report	\$	-
Deliverable 5.2.1. Detailed Software Design Document	\$	-
Deliverable 5.3.1. Physical Database Documentation	\$	-
Deliverable 5.4.1. COTS Software	\$	-
Deliverable 5.4.2. COTS Installation Memo	\$	-
Deliverable 5.5.1. Customized Application Software	\$	-
Deliverable 5.5.2. Customization Report	\$	-
Deliverable 5.6.1. Configured Application Software	\$	-
Deliverable 5.6.2. Configuration Report	\$	-
Deliverable 6.1.1. Interface Software	\$	-
Deliverable 6.1.2. Interface Report	\$	-
Deliverable 7.1.1. Report Specifications	\$	-
Deliverable 7.1.2. Reports Software	\$	-
Deliverable 8.1.1. Data Conversion Test-Run Report	\$	-
Deliverable 8.2.1. Database Initialization Report	\$	-
Deliverable 9.1.1. Integration Test Plans	\$	-
Deliverable 9.2.1. Integration Test Results Report	\$	-
Deliverable 10.1.1. User Acceptance Test Methodology	\$	-
Deliverable 10.1.2. User Acceptance Test Readiness Statement	\$	-
Deliverable 10.1.3. User Acceptance Test Record	\$	-
Deliverable 11.1.1. Stress Test Plans	\$	-
Deliverable 11.1.2. Stress Test Record	\$	-
Deliverable 11.2.1. Production Environment Tuning Report	\$	-
Deliverable 12.1.1. Technical Documentation	\$	-
Deliverable 12.1.2. User Manuals and Training Materials	\$	-
Deliverable 12.2.1. ACES Online Help Features	\$	-
Deliverable 13.1.1. Training Plan	\$	-
Deliverable 13.2.1. System Administrator/Operator Training Report	\$	-
Deliverable 13.3.1. User Training Report	\$	-
Deliverable 14.1.1. Cutover Plan	\$	-
Deliverable 14.3.1. Technical Readiness Report	\$	-
Deliverable 14.4.1. Organizational Readiness Report	\$	-
Deliverable 14.5.1. Cutover Test Report	\$	-
Deliverable 14.6.1. First Post-Cutover Report	\$	-
Deliverable 14.6.2. Second Post-Cutover Report	\$	-
Deliverable 15.2.1. Post-Implementation Transition Plan	\$	-
TOTAL FIXED PRICE FOR IMPLEMENTATION PHASE	\$	-

USE THIS COLUMN FOR A WHOLLY CUSTOM APPROACH

Deliverable 1.1.1. Baseline Project Control Document (PCD)	\$	-
Deliverable 1.1.2. Issues Tracking Log	\$	-
Deliverable 2.1.1. System Requirements Review Report	\$	-
Deliverable 2.2.1. Prototype Software	\$	-
Deliverable 2.2.2. Prototype Demonstration Scripts	\$	-
Deliverable 2.3.1. Report of Prototype Walkthroughs and Trials	\$	-
Deliverable 2.4.1. Functional System Design Document	\$	-
Deliverable 3.1.1. Technical Architecture Report	\$	-
Deliverable 4.1.1. External Data Sources Analysis Report	\$	-
Deliverable 4.2.1. Implementation Strategies	\$	-
Deliverable 5.1.1. Technical Environment Initialization Report	\$	-
Deliverable 5.2.1. Detailed Software Design Document	\$	-
Deliverable 5.3.1. Physical Database Documentation	\$	-
Deliverable 5.4.1. (Not applicable)		
Deliverable 5.4.2. (Not applicable)		
Deliverable 5.5.1. Customized Application Software	\$	-
Deliverable 5.5.2. Customization Report	\$	-
Deliverable 5.6.1. Configured Application Software	\$	-
Deliverable 5.6.2. Configuration Report	\$	-
Deliverable 6.1.1. Interface Software	\$	-
Deliverable 6.1.2. Interface Report	\$	-
Deliverable 7.1.1. Report Specifications	\$	-
Deliverable 7.1.2. Reports Software	\$	-
Deliverable 8.1.1. Data Conversion Test-Run Report	\$	-
Deliverable 8.2.1. Database Initialization Report	\$	-
Deliverable 9.1.1. Integration Test Plans	\$	-
Deliverable 9.2.1. Integration Test Results Report	\$	-
Deliverable 10.1.1. User Acceptance Test Methodology	\$	-
Deliverable 10.1.2. User Acceptance Test Readiness Statement	\$	-
Deliverable 10.1.3. User Acceptance Test Record	\$	-
Deliverable 11.1.1. Stress Test Plans	\$	-
Deliverable 11.1.2. Stress Test Record	\$	-
Deliverable 11.2.1. Production Environment Tuning Report	\$	-
Deliverable 12.1.1. Technical Documentation	\$	-
Deliverable 12.1.2. User Manuals and Training Materials	\$	-
Deliverable 12.2.1. ACES Online Help Features	\$	-
Deliverable 13.1.1. Training Plan	\$	-
Deliverable 13.2.1. System Administrator/Operator Training Report	\$	-
Deliverable 13.3.1. User Training Report	\$	-
Deliverable 14.1.1. Cutover Plan	\$	-
Deliverable 14.3.1. Technical Readiness Report	\$	-
Deliverable 14.4.1. Organizational Readiness Report	\$	-
Deliverable 14.5.1. Cutover Test Report	\$	-
Deliverable 14.6.1. First Post-Cutover Report	\$	-
Deliverable 14.6.2. Second Post-Cutover Report	\$	-
Deliverable 15.2.1. Post-Implementation Transition Plan	\$	-
TOTAL FIXED PRICE FOR IMPLEMENTATION PHASE	\$	-

Does this breakdown total match the Total Fixed Price for Implementation Phase?

See other column

See other column