

**LOS ANGELES COUNTY  
SHERIFF'S DEPARTMENT**



**REQUEST FOR PROPOSALS  
FOR  
CAD-RMS CONSULTING SERVICES**

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**RFP NO. 510-SH**

**MARCH 2014**

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## 1. INTRODUCTION

### 1.1 BACKGROUND AND PURPOSE

The County of Los Angeles (“County”) is issuing this Request for Proposals (“RFP”) on behalf of the Los Angeles County Sheriff’s Department (“LASD” or “Department”) to solicit bids for a contract (“Contract”) with a highly qualified consulting company (“Contractor”) that can provide consulting services relating to a request for proposals (“CAD-RMS RFP”) for the acquisition, implementation and maintenance of a new Computer Aided Dispatch (“CAD”) – Records Management System (“RMS”) solution (“CAD-RMS Solution”). The CAD-RMS project will take a “Best Practices” approach for the development of the CAD-RMS RFP for acquiring a system solution through an open competitive process.

The selected Contractor will support the Department in the development of a “Comprehensive Requirements Analysis” and “Statement of Work” and “Business and Technical Requirements.” Selected Contractor will review existing functional and systems requirements of CAD-RMS, work with the County team in finalizing and writing the CAD-RMS RFP, research and document issues that could enhance the quality of the CAD-RMS RFP, which will include the development and processing of a Request for Information (“RFI”), assist the Department in evaluating vendor responses to the CAD-RMS RFP, participate in proposers’ presentation(s) and assist in responding to vendor questions, provide assistance and support during Contract negotiations and assist in the development of a comprehensive system implementation plan.

*Appendix B (Statement of Work)* specifies the qualifications, scope of responsibilities, tasks and deliverables, and minimum requirements relating to the Services to be provided by the selected Contractor. The selected Contractor’s duties will include, but not be limited to:

- Assisting in the planning, development and release of the CAD-RMS RFP, vendor evaluation and agreement negotiations; and
- Providing support during the CAD-RMS RFP lifecycle, including the development of an implementation plan for the new system.

By submitting a response to this RFP, the Proposers acknowledge that the resultant Contract may not be an exclusive contract for the provision of Services described in this RFP. County reserves the right to contract with other consultants or request the services of other firms for the same or similar services.

### 1.2 OVERVIEW OF SOLICITATION DOCUMENT

This RFP is composed of the following parts:

1. **INTRODUCTION**: Specifies the Minimum Requirements each proposer (“Proposer”) must satisfy, provides information regarding some of the requirements of the resultant Contract and the solicitation process.
2. **PROPOSAL SUBMISSION REQUIREMENTS**: Contains instructions to Proposers with regards to how to prepare and submit proposals in response to this RFP.
3. **SELECTION PROCESS AND EVALUATION CRITERIA**: Contains information with regards to how the proposals will be evaluated and selected.



The following Appendices are attached to and are incorporated into, and form part of, this Request for Proposals:

- A. REQUIRED CONTRACT: The terms and conditions of the Required Contract.
- B. STATEMENT OF WORK: Scope of Services to be performed under the Contract.
- C. PROPOSAL FORMS: Pricing and other schedules to be provided by Proposers as part of their proposals.
- D. REQUIRED FORMS: Forms that must be completed and included as part of proposals.
- E. TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW: Transmittal to be sent to the Department if requesting a Solicitation Requirements Review.
- F. COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESSES: County policy.
- G. JURY SERVICE ORDINANCE: County Code.
- H. LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY: Contractors that are not allowed to contract with County for a specified period of time.
- I. IRS NOTICE 1015: Information on Federal Earned Income Credit.
- J. SAFELY SURRENDERED BABY LAW: County program.
- K. DEFAULTED PROPERTY TAX REDUCTION PROGRAM: County program.
- L. Determinations of Contractor Non-Responsibility and Contractor Debarment
- M. Background and Resources – California Charities Regulation

### 1.3 TERMS AND DEFINITIONS

Those terms with the initial letter capitalized that are not expressly defined herein, shall have the meaning given to such terms in *Paragraph 2 (Definitions) of Appendix A (Required Contract)* to this RFP.

### 1.4 MINIMUM REQUIREMENTS

Interested and qualified Proposers who demonstrate ability to successfully provide the Services described in *Appendix B (Statement of Work)* to this RFP are invited to submit proposal(s), provided that they meet all requirements specified below (“Minimum Requirements”). In order to meet the Minimum Requirements, the Proposer, including every person proposed to be providing Services required under this RFP (“Consultant”), must have, at a minimum:

- 1. A minimum of three (3) years within the last seven (7) years of documented experience in writing business and technical requirements and developing requests for proposals for CAD-RMS solutions for public safety agencies; or  
A minimum of three (3) years within the last seven (7) years of documented experience working with public safety agencies with no less than 2,000 personnel in writing business and technical requirements for CAD-RMS solutions.
- 2. Have experience, proven through a previous implementation, using one or more of the following technologies as it relates to the justice community: (Note: Select all that apply)

- National Information Exchange Model (“NIEM”), specifically with the Global Justice XML Data Model (GJXDM)
  - Law Enforcement National Data Exchange (N-DEx)
  - Unified CAD (UCAD)
  - National Crime Information Center (NCIC)
  - Next generation 911 capabilities, standardized data exchange using Automated Secure Alarm Protocol (ASAP) and Public Safety Answering Point (PSAP)
  - Electronic field based reporting as it pertains to portable computers such as laptops and tablets and mobile devices such as: PDAs; smart phones; etc.
3. Have conducted, at a minimum, two (2) complete requirements and/or gap analysis studies for business and technical requirements study; where one (1) of the requirements and/or gap analysis studies must have been for a large scale (500 or more concurrent users) system.
  4. Have project management experience with a minimum of three (3) years within the last seven (7) years managing all phases of the project life cycle in implementing a commercial off the shelf (“COTS”) CAD solution.
  5. Have contract negotiation experience on behalf of a law enforcement agency or public safety agency with a minimum contract sum of five million dollars (\$5,000,000).

## **1.5 COUNTY RIGHTS & RESPONSIBILITIES**

County, in its sole discretion, may interpret or change any provision of this RFP at any time. Any such interpretation or change shall be in the form of a written addendum to the RFP. Each such addendum shall become part of this RFP and may become part of any resultant Contract. Each addendum shall be made available to each Proposer which County records indicate has received this RFP. In the event any such addendum requires additional information not previously requested, a Proposer’s failure to address the requirements of such addendum may result in the elimination of the proposal for consideration, as determined by County in its discretion.

County reserves the right to waive any minor, inconsequential or immaterial irregularities, disparities, deviations or defects in any submitted proposal, as determined by County. County also, at its sole discretion, may seek clarifications from Proposers.

## **1.6 CONTRACT TERM**

The term of the resultant Contract shall commence upon execution of the Contract by County and Contractor and shall continue for two (2) years (“Initial Term”), with County’s sole option to extend the term of the Contract for up to two (2) additional years (“Extended Term”), one (1) year at a time, subject to, among others, County’s right to terminate earlier for convenience, non-appropriation of funds, default of Contractor, substandard performance of Contractor, non-responsibility of Contractor, improper consideration given/offered to County with respect to the award of the Contract, breach of warranty to maintain compliance with County’s Child Support Compliance Program and any other County rights to terminate the Contract, notwithstanding the maximum term of the Contract.

**1.7 CONTRACT RATES**

Contractor shall be reimbursed in accordance with maximum fixed price rate (“Fixed Price Amount”) for all work performed under the resultant Contract with the exception of any Optional Services, which shall be reimbursed pursuant to an agreed upon Maximum Fixed Price calculated based on the Fixed Hourly Rate, as shall be specified in the resultant Contract including the Pricing Schedule.

**1.8 DAYS OF OPERATION**

Contractor shall be required to provide Services onsite at the County specified facilities during normal business hours (8 a.m. to 5 p.m. PT, Monday through Friday, excluding County observed holidays) for the duration of the project, unless otherwise authorized by County’s Project Manager in writing.

**1.9 CONTACT WITH COUNTY PERSONNEL**

All contact regarding this RFP or any matter relating thereto must be in writing and must be mailed or e-mailed to the following person (“Contract Analyst”):

Irma Santana, Contract Analyst  
Los Angeles County Sheriff’s Department  
Fiscal Administration – Contracts Unit  
4700 Ramona Boulevard  
Monterey Park, California 91754  
[isantana@lasd.org](mailto:isantana@lasd.org)

If it is discovered that a Proposer contacted and received information regarding this RFP from any County personnel other than the person specified above, County, in its sole determination, may disqualify the proposal of such Proposer from further consideration.

Proposers are specifically directed not to contact any other County person or agent for any matters relating to this RFP. Failure by any Proposer to adhere to this policy, including if it is discovered that a Proposer contacts and receives or attempts to receive information regarding this RFP from any County personnel other than the person specified above, shall result in the disqualification of the proposal of such Proposer from further consideration, as determined by County. The resultant Contract shall only be awarded to the Proposer whose proposal has been selected for Contract negotiations in accordance with the terms of this RFP.

All written communications with County regarding this RFP, including its Appendices and Exhibits, must reference the CAD-RMS Consulting Services RFP, Proposer’s name, address, contact person, contact’s telephone number and contact’s email address and the reason for communication. Any material received that does not explicitly indicate its CAD-RMS Consulting Services RFP related contents will be handled as general mail or communication, which may result in a delay or non-response to the Proposer. County is only responsible for that which is expressly stated in this RFP and any authorized written addenda thereto. County is not responsible for, and shall not be bound by, any representations otherwise made by any individual acting or purporting to act on County’s behalf.

**1.10 FINAL CONTRACT AWARD**

Notwithstanding the Department’s acceptance of any proposal or recommendation of any

resultant Contract, County's Board of Supervisors ("Board") retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant Contract and to determine which proposal best serves the interests of 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, a contract.

### **1.11 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN**

**Prior** to the Contract award, all potential contractors must register on County's WebVen. The WebVen contains the vendor's business profile and identifies the goods and/or services the business provides. Registration can be accomplished online via the Internet by accessing [http://lacounty.info/doing\\_business/main\\_db.htm](http://lacounty.info/doing_business/main_db.htm). *There are underscores in the address between words within phrases "doing\_business" and "main\_db".*

### **1.12 COUNTY OPTION TO CANCEL THIS 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 in any way or have any responsibility for any costs incurred by the Proposer in connection with the preparation or submission of any 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 contract, as described in *Section 1.13.3 (Grounds for Review)* below. Additionally, any actual Proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the Sections below. It is the responsibility of the 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 proposed Contract award.

1.13.2 Throughout the review process, County has no obligation to delay or otherwise postpone an award of the resultant Contract despite any 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 GROUND FOR REVIEW**

Unless State or Federal statutes or regulations otherwise provide, the grounds for review of a solicitation for a Board-approved service contract provided for under Board Policy No. 5.055 are limited to the following:

- Review of Solicitation Requirements (*Section 2.6 (Solicitation Requirements Review)* below);
- Review of a Disqualified Proposal (*Section 3.3 (Disqualification Review)* below); and
- Review of Proposed Contractor Selection (*Section 3.7.2 (Selection Review)* below).

### **1.14 NOTICE TO PROPOSERS REGARDING THE PUBLIC RECORDS ACT**

1.14.1 Responses to this RFP 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 contract negotiations and obtains a letter from an authorized officer of the recommended Proposer that the negotiated Contract 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 Board Policy No. 5.055 and approval by County's Board of Supervisors ("Board:") and (b) with respect to each Proposer requesting a County Independent Review, the County Independent Review convenes as a result of such Proposers' request, and (c) with respect to all other Proposers, the Department recommends the recommended Proposer to the Board, and such recommendation appears on the Board agenda, all proposals submitted in response to this RFP, shall become a matter of public record, with the exception of those parts of each proposal which are clearly defined by Contractor as business or trade secrets and are 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 "Trade Secrets", Confidential" or "Proprietary", shall not be deemed sufficient notice of exception. Proposers must specifically label only those provisions of the 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 *Paragraph 30 (Indemnification) of Appendix A (Required Contract)*. Contractor shall procure, maintain and provide to County proof of insurance coverage for all the programs of insurance along with associated amounts specified in *Paragraph 31 (Insurance) of Appendix A (Required Contract)*.

#### 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 SPARTA PROGRAM

A County program, known as "SPARTA" (Service Providers, Artisan and Tradesman Activities) may be able to assist potential contractors in obtaining affordable liability insurance. The SPARTA Program is administered by County's insurance broker, Merriwether & Williams. For additional information, Proposers may call Merriwether & Williams toll free at (800) 420-0555 or access its website directly at [www.2sparta.com](http://www.2sparta.com).

#### 1.18 BACKGROUND AND SECURITY INVESTIGATIONS

Background and security investigations of Contractor's staff may be required at the discretion of County as a condition to beginning and continuing work under any resultant Contract. The cost of background checks shall be the responsibility of Contractor.

#### 1.19 CONFIDENTIALITY AND INDEPENDENT CONTRACTOR STATUS

As appropriate, Contractor shall be required to comply with the provisions of *Paragraphs 41 (Confidentiality) and 29 (Independent Contractor Status) of Appendix A (Required Contract)*.

**1.20 CONFLICT OF INTEREST**

No County employee whose position in County enables him/her to influence the selection of a Contractor for this RFP, or any competing solicitation, 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 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 *Exhibit 5 (Certification of No Conflict of Interest) to Appendix D (Required Forms)*.

**1.21 DETERMINATION OF PROPOSER RESPONSIBILITY**

- 1.21.1 A responsible Proposer is a Proposer that has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible Proposers.
- 1.21.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.
- 1.21.3 County may declare a Proposer to be non-responsible for purposes of the resultant Contract if County's Board of Supervisors finds, in its discretion, that the Proposer has done any of the following: (i) violated a term of a contract with County or a nonprofit corporation created by County; (ii) committed an act or omission which negatively reflects on the Proposer'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; (iii) committed an act or omission which indicates a lack of business integrity or business honesty; or (iv) made or submitted a false claim against County or any other public entity.
- 1.21.4 If there is evidence that the apparent highest ranked Proposer may not be responsible, the Department shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The Department shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 1.21.5 If the 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 the Proposer shall reside with the Board of Supervisors.
- 1.21.6 These terms shall also apply to proposed subcontractors of Proposers on County contracts.

**1.22 PROPOSER DEBARMENT**

- 1.22.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the

circumstances, and County may terminate any or all of the Proposer's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Proposer has done any of the following: (i) violated a term of a contract with County or a nonprofit corporation created by County; (ii) committed an act or omission which negatively reflects on the Proposer'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; (iii) committed an act or offense which indicates a lack of business integrity or business honesty; or (iv) made or submitted a false claim against County or any other public entity.

- 1.22.2 If there is evidence that the apparent highest ranked Proposer may be subject to debarment, the Department shall notify the Proposer in writing of the evidence which is the basis for the proposed debarment and shall advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 1.22.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The 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 the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The 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.
- 1.22.4 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.
- 1.22.5 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 sole discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following:
  - (i) elimination of the grounds for which the debarment was imposed; (ii) a bona fide change in ownership or management; (iii) material evidence discovered after debarment was imposed; or (iv) any other reason that is in the best interests of County.
- 1.22.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (a) the Proposer has been debarred for a period longer than five (5) years; (b) the debarment has been in effect for at least five (5) years; and (c) 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.
- 1.22.7 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.

1.22.8 These terms shall also apply to proposed subcontractors of Proposers on County contracts.

1.22.9 *Appendix H (Listing of Contractors Debarred in Los Angeles County)* provides a link to County's website where there is a listing of contractors that are currently debarred in Los Angeles County (Debarment List).

### **1.23 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 contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

### **1.24 GRATUITIES**

#### **1.24.1 ATTEMPT TO SECURE FAVORABLE TREATMENT**

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the resultant Contract or that the Proposer's failure to provide such consideration may negatively affect County's consideration of the 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 Contract.

#### **1.24.2 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 the Proposer's submission being eliminated from consideration.

#### **1.24.3 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.

### **1.25 NOTICE TO PROPOSERS REGARDING COUNTY LOBBYIST ORDINANCE**

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each



person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is **not** on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the form in *Exhibit 6 (Familiarity with the County Lobbyist Ordinance Certification)* to *Appendix D (Required Forms)* as part of the proposal.

#### **1.26 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 (as referenced in *Appendix I (IRS Notice 1015)* to this RFP).

#### **1.27 CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT**

As a threshold requirement for consideration for Required Contract award, Proposers shall demonstrate a proven record of hiring participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) and General Relief Opportunity for Work (GROW) Programs and 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 the 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 Contract award. Proposers shall complete and return the form in *Exhibit 9 (Attestation of Willingness to Consider GAIN/GROW Participants)* to *Appendix D (Required Forms)* along with the proposal.

#### **1.28 COUNTY'S QUALITY ASSURANCE PLAN**

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

#### **1.29 RECYCLED BOND PAPER**

Proposer shall be required to comply with County's policy on recycled bond paper as specified in *Paragraph 45 (Recycled Bond Paper)* of *Appendix A (Required Contract)*.

#### **1.30 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 J (Safely Surrendered Baby Law)* to this RFP and is also available

on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

### 1.31 GREEN INITIATIVES

Proposer shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits. The selected Proposer shall notify County’s Project Manager of its new green initiatives prior to Effective date of the resultant Contract.

### 1.32 COUNTY POLICY ON DOING BUSINESS WITH SMALL BUSINESSES

- 1.32.1 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.
- 1.32.2 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 *Section 1.34 (Local Small Business Enterprise Preference Program)* below.
- 1.32.3 The Jury Service Program provides for an exception if a company qualifies as a Small Business. It is important to note that each program has a different definition for Small Business. A company may qualify as a Small Business in one program but not the other. Further explanation of this program is provided in *Section 1.33 (Jury Service Program)* below.
- 1.32.4 County also has a Policy on Doing Business with Small Businesses that is stated in *Appendix F (County of Los Angeles Policy on Doing Business with Small Businesses)* to this RFP.

### 1.33 JURY SERVICE PROGRAM

The prospective Contract 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 the *Appendix G (Jury Service Ordinance)* and the pertinent jury service provisions of *Paragraph 14 (Compliance with County’s Jury Service Program) of Appendix A (Required Contract)*, both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both the Contractor and its subcontractors (“Subcontractors”). Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

- 1.33.1 The Jury Service Program requires each Contractor and its subcontractors to have and adhere to a written policy, which 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 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: (i) the lesser number is a recognized industry standard as determined by County, or (ii) 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.

- 1.33.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if 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 of 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. The second is if Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to any Contractor that (i) has ten (10) or fewer employees; and (ii) has annual gross revenues in the preceding twelve months which, if added to the annual amount of the Contract is less than \$500,000, and (iii) 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. Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
- 1.33.3 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 Contractor must so indicate in the form in *Exhibit 10 (Contractor Employee Jury Service Program – Certification Form and Application for Exception) to Appendix D (Required Forms)* and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing Contractor's application, County will determine, in its sole discretion, whether Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. County's decision shall be final.

#### **1.34 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM**

- 1.34.1 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 County's Internal Services Department as meeting the requirements set forth in 1 and 2 above prior to requesting the Local SBE Preference in a solicitation.
- 1.34.2 To apply for certification as a Local SBE, businesses may register with the Internal Services Department at: <http://laosb.org>.
- 1.34.3 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 the completed form in *Exhibit 7 (Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form) to Appendix D (Required Forms)* with the 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.
- 1.34.4 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 website at <http://www.pd.dgs.ca.gov/smbus/default>.

**1.35 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.

**1.36 NOTIFICATION TO COUNTY OF PENDING ACQUISITIONS/MERGERS**

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

**1.37 DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

- 1.37.1 The prospective Contract is subject to the requirements of County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance set forth in *Appendix K (Defaulted Property Tax Reduction Program)* to this RFP and the pertinent provisions of *Paragraph 21 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program) of Appendix A (Required Contract)*, both of which are incorporated by reference into and made a part of this RFP. The Defaulted Tax Program applies to both Contractors and their subcontractors.
- 1.37.2 Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any resultant Contract that may be awarded pursuant to this RFP or shall certify that they are exempt from the Defaulted Tax Program by completing the form in *Exhibit 11 (County's Defaulted Property Tax Reduction Program) to Appendix D (Required Forms)*. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).
- 1.37.3 Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

**1.38 CHARITABLE CONTRIBUTIONS COMPLIANCE**

- 1.38.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective Contractors should carefully read *Appendix M (Background and Resources – California Charities Regulations)*. New rules cover California public benefit corporations, unincorporated associations and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenue (excluding funds that must be accounted for to a governmental entity) have new audit requirements.
- 1.38.2 All Proposers must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the form in *Exhibit 12 (Charitable Contributions Certification) to Appendix D (Required Forms)*. A completed *Exhibit 12 (Charitable Contributions Certification)* is a required part of any agreement with County.

1.38.3 In *Exhibit 12 (Charitable Contributions Certification) to Appendix D (Required Forms)*, the Proposer should certify either that:

it has determined that it does not now receive or raise charitable contributions regulated under the California Charitable Purposes Act (including the Nonprofit Integrity Act), but will comply if it becomes subject to coverage of those laws during the term of a County contract,

OR

it is currently complying with their obligations under the Charitable Purposes Act, attaching a copy of its most recent filing with the Registry of Charitable Trusts.

1.38.4 Prospective County contractors that do not complete *Exhibit 12 (Charitable Contributions Certification)* as part of the solicitation process may, in County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

### **1.39 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

1.39.1 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: (i) 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; (ii) has been in operation for at least one (1) year providing transitional job and the related supportive services to program participants; and (iii) provides a profile of its program with a description of its program components designed to assist program participants, number of past program participants and any other information requested by the contracting Department.

1.39.2 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.

To request the Transitional Job Opportunities Preference, Proposer must complete the form in *Exhibit 13 (Transitional Job Opportunities Preference Application) to Appendix D (Required Forms)* and submit it along with all supporting documentation with the proposal.

### **1.40 DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM (DVBE)**

1.40.1 The County will give preference during the solicitation process to businesses that meet the definition of a Disabled Veteran Business Enterprise, consistent with Chapter 2.211 of the Los Angeles County Code. A Disabled Veteran Business Enterprise vendor is defined as:

- 1) A business which is certified by the State of California as a Disabled Veteran Business Enterprise; or
- 2) A business which is certified by the Department of Veterans Affairs as a Service Disabled Veteran Owned Small Business (SDVOSB).

- 1.40.2 Certified Disabled Veteran Business Enterprise vendors must request the preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification is affirmed.
- 1.40.3 In no case shall the Disabled Veteran Business Enterprise Preference Program price or scoring preference be combined with any other county preference program to exceed eight percent (8%) in response to any county solicitation.
- 1.40.4 Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Disabled Veteran Business Enterprise.
- 1.40.5 To request the Disabled Veteran Business Enterprise Preference, Proposer must complete the form in *Exhibit 15 (Request for Disabled Veteran Business Enterprise Consideration) to Appendix D (Required Forms)* and submit it with supporting documentation with the proposal. Information about the State's DVBE certification regulations can be found 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 Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov/>
- Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: <http://www.vetbiz.gov/>.

**2. PROPOSAL SUBMISSION REQUIREMENTS**

In order to have their proposals evaluated, Proposers in submitting their responses to this RFP must comply with the content, sequence, format and other proposal requirements as set forth below in this *Section 2 (Proposal Submission Requirements)*, including key dates, activities and instructions to Proposers regarding preparation and submission of proposals.

**2.1 ACCEPTANCE OF TERMS AND CONDITIONS**

Each Proposer understands and agrees that submission of proposals in response to this RFP constitutes acknowledgment and acceptance of, and willingness to comply with, all terms and conditions of this RFP, including all addenda to the RFP.

**2.2 CONFIDENTIALITY**

Proposer shall maintain the confidentiality of all records obtained from County under this RFP in accordance with all applicable Federal, State and local laws, regulations, ordinances, guidelines, rules, policies and procedures relating to confidentiality.

**2.3 COUNTY RESPONSIBILITY**

County is not responsible for representations made by any of its officers or employees prior to the execution of the resultant Contract unless such understanding or representation is included in the Contract resulting from this RFP.

**2.4 TRUTH AND ACCURACY OF REPRESENTATIONS**

False, misleading, incomplete or deceptively unresponsive statements or altered published RFP documents, including response documents, 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.

**2.5 RFP TIMETABLE**

The timetable for this RFP is as follows:

Release of RFP	Thursday, March 27, 2014
Deadline for Request for Solicitation Requirements Review (10 Business Days after release of RFP)	Thursday, April 10, 2014
Notice of Intent to Respond	Thursday, April 10, 2014
Deadline for Written Questions	Thursday, April 10, 2014
Questions and Answers Released	Thursday, April 24, 2014
Proposals Due by 3:00 p.m. Pacific Time (PT)	Thursday, May 8, 2014

**2.6 SOLICITATION REQUIREMENTS REVIEW**

A person or entity may seek a Solicitation Requirements Review by submitting to the Department the form in *Appendix E (Transmittal Form to Request a Solicitation Requirements Review)* along with supporting documentation, as described in this *Section 2.6 (Solicitation Requirements Review)*. A Solicitation Requirements Review shall only be granted if all of the following conditions are satisfied:

- The request for a Solicitation Requirements Review is received by the Department within ten (10) Business Days of the release of the RFP, as specified in *Section 2.5 (RFP Timetable)*

above;

- The request for a Solicitation Requirements Review includes documentation that 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:
  - a. application of the Minimum Requirements, Evaluation Criteria and/or Business Requirements unfairly disadvantages the Proposer; or
  - b. due to unclear instructions, the process may result in County not receiving the best possible responses from prospective Proposers.

The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the Proposer, in writing, within a reasonable time prior to the proposal due date. All Requests for a Solicitation Requirements Review should be submitted to the Contract Analyst identified in *Section 1.9 (Contact with County Personnel)* above.

## **2.7 INTENT TO RESPOND**

Proposer should send an e-mail to the Contract Analyst identified in *Section 1.9 (Contact with County Personnel)* indicating an intent to respond to the RFP by the due date specified in *Section 2.5 (RFP Timetable)*. Upon receipt of the Proposer's intent to respond notice, the Department will provide to the Proposer a copy of *Exhibit 4 (Initial System Requirements) to Appendix B (Statement of Work)*, which the Proposer should use in preparing its response. In the event that a Proposer is not able to meet the intent to respond date, the Proposer must submit an email to that effect immediately upon ascertaining that it has not submitted its intent to respond to the RFP. This email is not an appropriate method for requesting an extension of the Proposals Due date. The intent to respond notice shall contain the following information:

- The company name, business and mailing addresses, phone number;
- The primary contact person, name, business and mailing addresses, contact phone(s) and e-mail address(es);
- The primary contact person's relationship with the company; and
- A representation on behalf of the Proposers that the Proposer shall treat as confidential in accordance with Section 2.2 (Confidentiality) and shall not disclose the information in such *Exhibit 4 (Initial System Requirements) to Appendix B (Statement of Work)* provided by the Department to the Proposer.

## **2.8 PROPOSERS' QUESTIONS**

Proposers may submit written questions regarding this RFP by mail, facsimile, or e-mail to the Contract Analyst identified in *Section 1.9 (Contact with County Personnel)*. All questions must be received by the deadline specified in *Section 2.5 (RFP Timetable)*. All questions will be compiled with the appropriate answers and issued as an addendum to the RFP without identifying the submitting company.

When submitting questions, Proposers should specify the RFP section number, paragraph number and page number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFP. County reserves the right to group similar



questions when providing answers.

When submitting questions, Proposers must also identify themselves by including the following information:

- The company name, business and mailing addresses, phone number;
- The primary contact person, name, business and mailing addresses, contact phone(s) and e-mail address(es); and
- The primary contact person’s relationship with the company.

Questions may address concerns that the application of Minimum Requirements, Evaluation Criteria and/or Qualifications would unfairly disadvantage Proposers or, due to unclear instructions, result in County not receiving the best possible responses from Proposers.

Proposer names related to questions will be held in confidence during the initial stages of the RFP. County reserves the right not to respond to questions that it deems confidential, inappropriate or not material to responding to the RFP.

## **2.9 PREPARATION OF THE PROPOSAL**

Two (2) separate proposals must be submitted in response to this RFP: a Business Proposal and a Cost Proposal. All proposals must be submitted in the format prescribed below in this RFP. Any proposal that deviates from this format may be rejected, at County’s sole discretion, without review.

## **2.10 BUSINESS PROPOSAL FORMAT**

Each RFP response must include a Business Proposal which shall contain all information specified in this *Section 2.10 (Business Proposal Format)* below. The content and sequence of the Business Proposal must be as follows:

1. Title Page
2. Table of Contents
3. Cover Letter
4. Proposer’s Organization Questionnaire/Affidavit and Required Support Documents for Corporations and Limited Liability Companies
5. Executive Summary (Section A)
6. Proposer’s Qualifications (Section B)
7. Required Certifications (Section C)
8. Required Forms (Section D)
9. Proof of Insurability (Section E)

The subsections below break down the requirements of each proposal component, while identifying the RFP Section where the information should be included.

### **2.10.1 TITLE PAGE**

The first page of the proposal must consist of a title page with the name of the firm, title of the RFP (“CAD-RMS Consulting Services RFP No. 510-SH”), date of submission and identification of the printed documents as “Original” or “Copy”.

2.10.2 TABLE OF CONTENTS

The table of contents shall outline all components of the proposal, including a clear definition of each, identified by sequential page numbers and the proposal section numbers prescribed below in this *Section 2.10 (Business Proposal Format)* of the RFP.

2.10.3 COVER LETTER

The cover letter must be a maximum of one (1) page, transmitting the proposal on the Proposer's stationery. The cover letter must include the Proposer's name, address, email address, telephone and facsimile numbers of the person or persons to be used for contact and who will be authorized to represent the firm. The cover letter must bear the signature of the person authorized to sign on behalf of the Proposer and to bind the Proposer to the resultant Contract. The letter shall indicate that the Proposer intends to perform the Contract as a single Proposer and will bear sole and complete responsibility for all work as defined in this RFP and in the agreed upon resultant Contract.

2.10.4 PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND REQUIRED SUPPORT DOCUMENTATION

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

Taking into account the structure of the Proposer's organization, Proposer shall determine which of the below referenced supporting documents 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, County may, in its discretion, request additional documentation regarding the Proposer's business organization and authority of individuals to sign contracts.

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): The Proposer must submit the following documentation with the proposal:

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

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.

2.10.5 EXECUTIVE SUMMARY (SECTION A)

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

**2.10.6 PROPOSER'S QUALIFICATIONS (SECTION B)**

Demonstrate that the Proposer's organization has the experience and capability to perform the Services required by this RFP. The following sections must be included:

1. **Minimum Requirements (SECTION B.1)**

Demonstrate in writing how the Proposer meets all the Minimum Requirements identified in *Section 1.4 (Minimum Requirements)* of this RFP.

2. **Statement of Qualifications (SECTION B.2)**

Provide resume of individuals, including relevant background information and experience, to demonstrate and support all requirements of this RFP, including those identified in *Section 1.4 (Minimum Requirements)*, and to demonstrate that the Proposer, including every Consultant proposed to be providing Services required under this RFP, has the capability to perform all Services required by the RFP, including those specified in *Appendix B (Statement of Work)*.

3. **References and Contracts (SECTION B.3)**

Each Proposer must complete and include *Exhibits 2, 3 and 4 to Appendix D (Required Forms)* in its RFP response as follows:

a. *Exhibit 2 (Prospective Contractor References)*

Proposer must provide references from at least two (2) current clients for which the Proposer provides CAD-RMS Consulting Services as set forth in this RFP. Within the last seven (7) years.

b. *Exhibit 3 (Prospective Contractor List of Contracts)*

Proposer must provide a specific listing of current and previous contracts during the last five (5) years for the same or similar services as those set forth in this RFP. The information should identify each contract, time period of the contract, company name, contact person and their telephone number, annual contract dollar amount and a description of the services provided. If the firm did have County contracts during the last five (5) years, such must be included. Use additional sheets if necessary.

c. *Exhibit 4 (Prospective Contractor List of Terminated Contracts)*

Proposer must include a listing of contracts terminated within the past three (3) years with a reason for termination.

It is the Proposer's sole responsibility to ensure that the firm's name and point of contact's name, title and phone number for each reference are accurate. The same references may be listed on both forms in *Exhibit 2 (Prospective Contractor References)* and *Exhibit 3 (Prospective Contractor List of Contracts) to Appendix D (Required Forms)*. County may, at its sole discretion either disqualify a Proposer or deduct evaluation points if:

- References fail to substantiate the Proposer's description of the services provided; or
- References fail to support that the Proposer has a continuing pattern of providing capable, productive and skilled personnel, or
- County is unable to reach the point of contact with reasonable effort.

It is the Proposer's responsibility to inform the point of contact of normal working hours.

4. **Pending Litigation and Judgments (SECTION B.4)**

Identify by name, case and court jurisdiction any pending litigation, in which Proposer is involved, and/or judgments against Proposer in the past five (5) years. Provide a statement describing the size and scope of any pending or threatened litigation against the Proposer or principals of the Proposer.

5. **Approach to Statement of Work (SECTION B.5)**

Each Proposer will be evaluated on the description of the approach to be used to meet the requirements of this RFP and the Statement of Work, including the methodology, capability and commitment to complete the tasks and deliverables set forth in the Statement of Work. Among other factors, the proposals will be evaluated on whether:

- The Proposer understands the scope of, and can develop, the CAD-RMS RFP to acquire a system solution that meets County's objectives;
- Proposal shows responsiveness to all tasks and deliverables in the Statement of Work;
- Proposal describes a suitable and appropriate plan of how Services will be provided and deliverables met.
- Proposed work plan reflects the CAD-RMS project plan.

2.10.7 **REQUIRED CERTIFICATIONS (SECTION C)**

1. **Qualifications (SECTION C.1)**

The selected Contractor shall be required to provide Services based on the qualifications specified in this RFP, including the Minimum Requirements specified in *Section 1.4 (Minimum Requirements)*. The Proposer shall certify that each of its Consultants proposed to be working on the resultant Contract shall possess each and every one of such qualifications by fully completing and executing *Exhibit 1 (Certification of Qualifications) to Exhibit C (Proposal Forms)*. Failure by the Proposer to provide such certification shall deem its proposal non-responsive, subject to disqualification from consideration.

2. **Required Contract Terms and Conditions (SECTION C.2)**

Proposer must comply with all terms and conditions specified in *Appendix A (Required Contract)*, including all applicable insurance provisions and any and all Exhibits and Attachments, as such may be added, updated or modified by County prior to the commencement of the negotiations of the resultant Contract or Contract execution. The Proposer shall certify to that effect by fully completing and executing *Exhibit 2 (Certification of Acceptance of Required Contract Terms and Conditions) to Exhibit C (Proposal Forms)*. Failure by the Proposer to provide such certification shall deem its proposal non-responsive, subject to disqualification from consideration.

3. **Statement of Work (SECTION C.3)**

The selected Contractor must provide and complete all tasks, subtasks, deliverables, goods, services and other work described in *Appendix B (Statement of Work)*, as such may be modified by County prior to the commencement of the negotiations of the resultant Contract. The Proposer shall certify to that effect by fully completing and executing *Exhibit 3 (Statement of Work Certification) to Exhibit C (Proposal Forms)*.

Failure by the Proposer to provide such certification shall deem its proposal non-responsive, subject to disqualification from consideration.

**2.10.8 REQUIRED FORMS (SECTION D)**

Proposers shall include in their responses fully completed and executed the required forms set forth in *Appendix D (Required Forms)*, as provided below. While proposers are not required to submit any of such forms twice, any form that is also required to be included in a different Section of a proposal, should either be duplicated as a copy or referenced in this Section of the proposal.

EXHIBIT 1 *Proposer's Organization Questionnaire/Affidavit*

EXHIBIT 2 *Prospective Contractor References*

EXHIBIT 3 *Prospective Contractor List of Contracts*

EXHIBIT 4 *Prospective Contractor List of Terminated Contracts*

EXHIBIT 5 *Certification of No Conflict of Interest*

EXHIBIT 6 *Familiarity with County Lobbyist Ordinance Certification*

EXHIBIT 7 *Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information*

EXHIBIT 8 *Proposer's EEO Certification*

EXHIBIT 9 *Attestation of Willingness to Consider GAIN/GROW Participants*

EXHIBIT 10 *Contractor Employee Jury Service Program – Certification Form and Application for Exception*

EXHIBIT 11 *Certification of Compliance with County's Defaulted Property Tax Reduction Program*

EXHIBIT 12 *Charitable Contributions Certification (if applicable)*

EXHIBIT 13 *Transitional Job Opportunities Preference Application (if applicable)*

EXHIBIT 15 *REQUEST FOR Disabled Veteran Business Enterprise Preference Program Consideration*

**2.10.9 PROOF OF INSURABILITY (SECTION E)**

Proposer must provide proof of insurability that meets all insurance requirements set forth in the *Paragraph 31 (Insurance) of Exhibit A (Required Contract)*. 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 the Proposer be awarded the Contract may be submitted with the proposal.

**2.11 COST PROPOSAL FORMAT**

Each RFP response must include a Cost Proposal which shall contain all costs related to completing *Exhibit 4 (Cost Proposal) to Appendix C (Proposal Forms)*. The content and sequence of the Cost Proposal must be as follows:

1. Title Page – identifying, at a minimum, the name of the firm, title of the RFP, date of submission and identification of printed documents as “Original” or “Copy”.

2. Cost Sheet – completed *Exhibit 4 (Cost Proposal) to Appendix C (Proposal Forms)*, including the Fixed Price Amount and the Fixed Hourly Rate, with proposed costs that Proposer can demonstrate are reasonable with relation to the Statement of Work described herein.
3. Independent Price Determination Certification – completed *Exhibit 14 (Certification of Independent Price Determination and Acknowledgement of RFP Restrictions) to Appendix D (Required Forms)*.

## **2.12 PROPOSALS**

### **2.12.1 PROPOSAL SUBMISSION**

Each original proposal (Business Proposal and Cost Proposal) shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

**“PROPOSAL FOR CAD-RMS CONSULTING SERVICES RFP NO. 510-SH”**

Each of the proposals submitted (Business Proposal and Cost Proposal) must include (i) six (6) numbered printed copies of the proposal unbound and suitable for being copied by County team members, and (ii) one (1) electronic copy of the proposal on a CD.

The copies of the Business Proposal shall be enclosed in a sealed package, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

**“BUSINESS PROPOSAL FOR CAD-RMS CONSULTING SERVICES RFP NO. 510-SH”**

The copies of the Cost Proposal shall be enclosed in a separate sealed package, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

**“COST PROPOSAL FOR CAD-RMS CONSULTING SERVICES RFP NO. 510-SH”**

While the two (2) proposals may be boxed and delivered together, they must be **SEALED SEPARATELY** within the box, if one box is used, since the Cost Proposals must be separated from the Business Proposals and are handled separately during the evaluation process.

### **2.12.2 PROPOSAL DELIVERY**

It is the sole responsibility of each submitting Proposer to ensure that its response to this RFP (including both the Business Proposal and the Cost Proposal) is received before the submission deadline. The proposals shall be delivered or mailed to the individual identified as the Contract Analyst identified in *Section 1.9 (Contact with County Personnel)* of this RFP. 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 listed in *Section 2.5 (RFP Timetable)* of this RFP, 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.

### **2.12.3 FIRM OFFERS**

All proposals shall be firm offers and may not be withdrawn for a period of one hundred eighty (180) days following the last day to submit proposals. Until the proposal submission deadline, errors in proposals may be corrected by a written request to withdraw the proposal and to submit another set of proposals with the mistakes corrected. Corrections will not be accepted once the deadline for submission of proposals has passed.

### 3. SELECTION PROCESS AND EVALUATION CRITERIA

#### 3.1 SELECTION PROCESS

County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin with receipt of the proposal no later than by the due date specified in *Section 2.5 (RFP Timetable)* above.

Evaluation of the proposals will be made by an Evaluation Committee selected by the Department. The Evaluation Committee will evaluate the proposals and will use the evaluation criteria and corresponding weighting factors (“Evaluation Criteria”) listed below in this *Section 3 (Selection Process and Evaluation Criteria)* to select a prospective Contractor. The Evaluation Committee may utilize the services of appropriate experts to assist in the evaluation.

All proposals will first be screened to determine preliminary compliance with the Minimum Requirements. All proposals that passed the Minimum Requirements will then be evaluated based on the evaluation criteria listed below in this *Section 3 (Selection Process and Evaluation Criteria)*. The proposals will be scored and ranked in numerical sequence from high to low. County may also, at its option, invite Proposers being evaluated for an interview to make a verbal presentation to corroborate their proposals, as further provided in *Section 3.6.4 (Proposer Interview)*.

After a prospective Contractor has been selected, County and the prospective Contractor will commence negotiations of a Contract for submission to County’s Board of Supervisors for its consideration and possible approval. If a satisfactory Contract cannot be negotiated with the selected prospective Contractor, County may, at its sole discretion, disqualify such selected prospective Contractor and begin Contract negotiations with the next qualified Proposer who submitted a proposal, as determined by County.

Notwithstanding the foregoing, County retains the right to select a proposal other than the highest ranked proposal, if County determines in its sole discretion that another proposal is the most overall qualified, cost-effective, responsive and is in the best interests of County.

#### 3.2 ADHERENCE TO MINIMUM REQUIREMENTS (PASS/FAIL)

County shall review each Proposer’s response provided in *Exhibit 1 (Proposer’s Organization Questionnaire/Affidavit)* to *Appendix D (Required Forms)*, *Section C.1 (Qualifications)* and the appropriate information, references and/or documentation of the proposal and determine if the Proposer meets the Minimum Requirements as specified in *Section 1.4 (Minimum Requirements)* of this RFP. Minimum Requirements may be revisited at any time during the review/evaluation process.

Failure by the Proposer to comply with the Minimum Requirements will eliminate its proposal from 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 also be disqualified from consideration if the Department, at any time during the review/evaluation process, determines such proposal to be non-responsive, including if it fails to meet the Minimum Requirements. If County determines that a proposal is disqualified due to the Proposer’s failure to meet the Minimum Requirements or that its proposal is otherwise non-

responsive, County shall provide the Proposer with a written notification, which shall include the deadline for requesting a Disqualification Review.

Upon receipt of the written determination of non-responsiveness, the Proposer may submit a written request for a Disqualification Review by the date specified by County in its notice of disqualification. Requests for a Disqualification Review not submitted timely will be denied.

A Disqualification Review may be granted only if all of the following criteria are satisfied:

- A. The firm/person requesting a Disqualification Review is a Proposer;
- B. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
- C. The request for a Disqualification Review asserts that the Department's determination of disqualification due to proposal 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 Department's determination shall be provided to the Proposer, in writing, prior to the conclusion of the evaluation process.

### **3.4 BUSINESS PROPOSAL EVALUATION AND CRITERIA (70%)**

Business Proposals that have passed the Minimum Requirements will be evaluated for quality and evidence provided in support of the Proposer's ability to meet the requirements of this RFP, including *Section 1.4 (Minimum Requirements)* above, and scored based on the Evaluation Criteria set forth in this *Section 3.4 (Business Proposal Evaluation and Criteria (70%))* below. Any reviews conducted during the evaluation of the proposals may result in points being deducted from the score.

All information received during the evaluation process shall be considered including the Proposer's written proposal, direct observations made by the evaluators and statements made by the Proposer during any interviews. Additionally, the evaluation team may consult subject matter experts during the evaluation process which will also be considered.

#### **3.4.1 PROPOSER'S QUALIFICATIONS (50%)**

Proposers will be evaluated based on information provided in *Section B (Qualifications)* of the Business Proposal in response to *Section 2.10.6 (Proposer's Qualifications (Section B))* of this RFP, including proposal *Sections B.1 (Minimum Requirements), B.2 (Statement of Qualifications), B.3 (References and Contracts) and B.4 (Pending Litigation and Judgments)*, based at a minimum on the criteria listed below.

##### **1. Background and Experience (40%)**

Each Proposer will be evaluated based on the experience and capacity as a corporation or other entity to perform the Services required by this RFP based on the information provided in *Sections B.1 (Minimum Requirements) and B.2 (Statement of Qualifications)* of the proposal.

##### **2. References and Legal Matters (10%)**

Each Proposer will be evaluated based on the verification of references and information provided in *Sections B.3 (References and Contracts) and B.4 (Pending Litigation and Judgments)* of the proposal, including the verification of any references provided in *Section B.2 (Statement of Qualifications)* of the proposal. In addition to the references



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

**3.4.2 PROPOSER'S APPROACH TO STATEMENT OF WORK (20%)**

- Each Proposer will be evaluated on the description of the approach to be used to meet the requirements of this RFP and the Statement of Work, including the methodology, capability and commitment, based on information provided in *Section B.5 (Approach to Statement of Work)*.

**3.5 COST PROPOSAL EVALUATION AND CRITERIA (30%)**

Cost Proposals will be evaluated based on the pricing information submitted by the Proposers on *Exhibit 4 (Cost Proposal) to Appendix C (Proposal Forms)* of the RFP in response to *Section 2.11 (Cost Proposal Format)*.

The maximum number of possible points will be awarded to the Cost Proposal with the lowest cost for the Fixed Price Amount. All other proposals will be compared to the Cost Proposal with the lowest cost and points awarded accordingly.

However, should one or more of the Proposers request and be granted the Local SBE Preference, Transitional Job Opportunities Preference or Disabled Veteran Business Enterprise Preference, the cost component points will be determined as provided in this *Section 3.5 (Cost Proposal Evaluation and Criteria (30%))* below.

In no case shall any Preference be combined to exceed eight percent (8%) in response to any County Solicitation.

**3.5.1 LOCAL SBE PREFERENCE**

Eight percent (8%) of the lowest cost proposed will be calculated, which shall not exceed \$50,000, and that amount will be deducted from the cost submitted by all Local SBE Proposers who requested and were granted the Local SBE Preference.

**3.5.2 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE**

Eight percent (8%) of the lowest cost proposed will be calculated, and that amount will be deducted from the cost submitted by all Proposers who requested and were granted the Transitional Job Opportunities Preference.

**3.5.3 Disabled Veteran Business Enterprise Preference**

Eight percent (8%) of the lowest cost proposed will be calculated, which shall not exceed \$50,000, and that amount will be deducted from the cost submitted by all Proposers who requested and were granted the Disabled Veteran Business Enterprise Preference.

**3.6 PROPOSAL REQUIREMENTS**

**3.6.1 TERMS AND CONDITIONS (SECTION C)**

Proposer shall be evaluated subject to the adherence to the required terms and conditions, as specified in *Sections C.1 (Qualifications), C.2 (Required Contract Terms and Conditions) and C.3 (Statement of Work)* of the proposal.

**3.6.2 REQUIRED FORMS (SECTION D)**

Proposer shall be evaluated subject to the completion and proper execution of all required forms in *Section D (Required Forms)* of the proposal.

3.6.3 PROOF OF INSURABILITY (SECTION E)

Proposer shall be evaluated subject to meeting all insurance requirements as demonstrated in *Section E (Proof of Insurability)* of the proposal.

3.6.4 PROPOSER INTERVIEW

County may require interviews with the top scoring proposers based on the evaluation of their proposals to corroborate information provided in their proposals. Proposers shall be provided with an advance notification prior to such interviews.

**3.7 PROPOSED CONTRACTOR SELECTION REVIEW**

3.7.1 DEBRIEFING PROCESS

Upon completion of the evaluation, and prior to entering into negotiations with the selected Proposer, the Department shall notify the remaining Proposers in writing that the Department is entering into negotiations with another selected Proposer. Upon receipt of such notification, any non-selected Proposer may submit a written request for a debriefing (“Debriefing”) within the time specified in the notification 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 the Contract execution process has not been completed, 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 *Section 3.7.2 (Selection Review)* below), if the requesting Proposer is not satisfied with the results of the Debriefing.

3.7.2 SELECTION REVIEW

Any Proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review described in this *Section 3.7.2 (Selection Review)* 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 granted only if the request satisfies all of the following criteria:

- A. The person or entity requesting a Proposed Contractor Selection Review is a Proposer;
- B. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);
- C. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
  - 1. The Department materially failed to follow procedures specified in its solicitation document, which 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 RFP.
- 2. The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended Contractor.
- 3. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
- 4. Another basis for review as provided by State or Federal law; and
- D. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the Proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the Department shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review and always before the date the Contract award recommendation is scheduled to be heard by the Board. The written decision shall additionally instruct the Proposer of the manner and timeframe for requesting a County Independent Review (see *Section 3.8 (County Independent Review Process)* below).

### **3.8 COUNTY INDEPENDENT REVIEW PROCESS**

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

A request for a County Independent Review may, in the County's sole discretion, be granted only if the request satisfies all of the following criteria:

- A. The person or entity requesting a County Independent Review is a Proposer;
- B. The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
- C. The person or entity requesting review by a County Independent Review 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 *Section 3.7.2 (Selection Review)* above.

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



**APPENDIX A**  
**REQUIRED CONTRACT**

**CONTRACT**  
**BY AND BETWEEN**  
**THE COUNTY OF LOS ANGELES**  
**AND**

---

**FOR**  
**CAD-RMS CONSULTING SERVICES**

**MARCH 2014**

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- EXHIBIT E County’s Administration [TBD]
- EXHIBIT F Contractor’s Administration [TBD]
- EXHIBIT G Acknowledgment, Confidentiality and Assignment Agreement
- EXHIBIT H Jury Service Ordinance [See Appendix G to RFP]
- EXHIBIT I Safely Surrendered Baby Law [See Appendix J to RFP]
- EXHIBIT J Defaulted Property Tax Reduction Program Ordinance [See Appendix K to RFP]
- EXHIBIT K Request For Proposals (RFP) [Incorporated by Reference]
- EXHIBIT L Contractor’s Proposal [Incorporated by Reference]

**CONTRACT  
BETWEEN  
COUNTY OF LOS ANGELES  
AND**

**FOR  
CAD-RMS CONSULTING SERVICES**

This Contract, including all Exhibits and Attachments, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014 by and between the County of Los Angeles (hereinafter “County”) on behalf of its Sheriff’s Department (hereinafter “Department”) and \_\_\_\_\_ (hereinafter “Contractor”), located at \_\_\_\_\_.

**RECITALS**

WHEREAS, County may contract with private businesses for consulting services (hereinafter “Services”) relating to a Computer Aided Dispatch (CAD) – Records Management System (RMS) system (hereinafter “CAD-RMS system”) when certain requirements are met; and

WHEREAS, Contractor possesses the necessary skills, qualifications, competence, license and expertise and, therefore, is qualified to perform such Services; and

WHEREAS, County does not have the requisite technical staff with the specific skills and expertise necessary to perform the Services; and

WHEREAS, County is authorized by the California Government Code, Section 31000 to contract for special services, including the Services described herein; and

WHEREAS, based upon an open competitive selection process, the Department has recommended to County’s Board of Supervisors the selected Contractor that is prepared and desires to provide to County the Services as described herein; and

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

**1. INTERPRETATION**

**1.1 APPLICABLE DOCUMENTS**

The body of this document (hereinafter “Base Contract”), including without limitation the Recitals hereto along Exhibits A, B, C, D, E, F, G, H, I and J and all Attachments thereto, attached hereto, and Exhibits K and L, not attached hereto, are all incorporated herein by reference and collectively form and throughout and hereinafter are referred to as the “Contract”. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service or other work, or otherwise between this base Contract and the Exhibits and Attachments thereto, or between Exhibits and Attachments, such conflict or inconsistency shall be resolved by giving

precedence first to this Base Contract and then to the Exhibits and Attachments according to the following descending priority.

- EXHIBIT A – Statement of Work
  - Exhibit 1 – County Facilities
  - Exhibit 2 – Existing Systems Technical Specifications
  - Exhibit 3 – Deliverable Acceptance
  - Exhibit 4 – Initial System Requirements
  - Exhibit 5 – Updated System Requirements [TBD]
  - Exhibit 6 – Joint Application Requirements Sessions [TBD]
- EXHIBIT B – Pricing Schedule
- EXHIBIT C – Project Schedule
- EXHIBIT D – Contractor’s EEO Certification
- EXHIBIT E – County’s Administration
- EXHIBIT F – Contractor’s Administration
- EXHIBIT G – Acknowledgment, Confidentiality and Assignment Agreement
- EXHIBIT H – Jury Service Ordinance
- EXHIBIT I – Safely Surrendered Baby Law
- EXHIBIT J – Defaulted Property Tax Reduction Program Ordinance
- EXHIBIT K – Request for Proposals (RFP)
- EXHIBIT L – Contractor’s Proposal

**1.2 ENTIRE CONTRACT**

This Contract, including all Exhibits and Attachments thereto, constitutes the complete and exclusive statement of understanding between the parties and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of the Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8 (Change Notices and Amendments) and signed by both parties.

**2. DEFINITIONS**

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

**2.1 BASE CONTRACT**

As used herein, the term “Base Contract” shall have the meaning specified in the Recitals above.

**2.2 BUSINESS DAY**

As used herein, the term “Business Day” shall mean Monday through Friday, excluding County observed holidays.

**2.3 BOARD OF SUPERVISORS; BOARD**

As used herein, the terms “Board of Supervisors” and “Board” shall mean County’s Board of Supervisors.

**2.4 CAD**

As used herein, the term “CAD” shall mean and refer to the Department’s current Computer Aided Dispatch system(s).

**2.5 CAD-RMS CONSULTING SERVICES**

As used herein, the term “CAD-RMS Consulting Services” shall have the same meaning as “Services”.

**2.6 CAD-RMS RFP**

As used herein, the term “CAD-RMS RFP” shall mean the request for proposals to be issued by County for the acquisition, implementation and maintenance of a CAD-RMS Solution, with relation to which Contractor shall provide Services under this Contract.

**2.7 CAD-RMS SOLUTION; SOLUTION**

As used herein, the terms “CAD-RMS Solution” and “Solution” shall mean the Computer Aided Dispatch (CAD) and Records Management System (RMS) solution to be procured by County as a result of the CAD-RMS RFP.

**2.8 CAD-RMS VENDOR; VENDOR**

As used herein, the terms “CAD-RMS Vendor” and “Vendor” shall mean the vendor selected by County to provide the CAD-RMS Solution as a result of the CAD-RMS RFP.

**2.9 CONFIDENTIALITY AGREEMENT**

As used herein, the term “Confidentiality Agreement” shall mean and refer to the terms and conditions of Exhibit G (Acknowledgment, Confidentiality and Assignment Agreement).

**2.10 CONSULTANT**

As used herein, the term “Consultant” shall mean any one of the persons provided by Contractor under the Contract for the provision of Services hereunder.

**2.11 CONTRACT**

As used herein, the term “Contract” shall mean the agreement executed between County and Contractor consisting of the terms and conditions for the provision of the tasks, subtask, deliverables, goods, services and other work set forth herein, including Exhibit A (Statement of Work), as further defined in Paragraph 1.1 (Applicable Documents).

**2.12 CONTRACT SUM**

As used herein, the term “Contract Sum” shall have the meaning specified in Paragraph 5.1 under Paragraph 5 (Contract Sum).

**2.13 CONTRACTOR**

As used herein, the term “Contractor” shall mean the sole proprietor, partnership or corporation that has entered into a Contract with County to perform the Services hereunder.

**2.14 CONTRACTOR’S ADMINISTRATION**

As used herein, the term “Contractor’s Administration” shall have the meaning specified in Paragraph 7.1 (Contractor’s Administration).

**2.15 CONTRACTOR’S PROJECT MANAGER**

As used herein, the term “Contractor’s Project Manager” shall have the meaning specified in Paragraph 7.2 (Contractor’s Project Manager).

**2.16 COUNTY**

As used herein, the term “County” shall mean the County of Los Angeles, California.

**2.17 COUNTY’S ADMINISTRATION**

As used herein, the term “County’s Administration” shall have the meaning specified in Paragraph 6.1 (County’s Administration).

**2.18 COUNTY’S PROJECT DIRECTOR**

As used herein, the term “County’s Project Director” shall have the meaning specified in Paragraph 6.2 (County’s Project Director).

**2.19 COUNTY’S PROJECT MANAGER**

As used herein, the term “County’s Project Manager” shall have the meaning specified in Paragraph 6.3 (County’s Project Manager).

**2.20 DAY(S)**

As used herein, the term “day(s)”, whether singular or plural, shall mean calendar day(s), unless otherwise specified.

**2.21 DELIVERABLE(S)**

As used herein, the term “Deliverable(s)” and “deliverable(s)”, whether singular or plural, shall mean the Services to be performed by Contractor under this Contract, including those set forth in Exhibit A (Statement of Work) and any applicable Work Order.

**2.22 DETAILED WORK PLAN**

As used herein, the term “Detailed Work Plan” shall have the meaning specified in Deliverable 1 (Project Control Document) of Exhibit A (Statement of Work).

**2.23 DEPARTMENT; LASD**

As used herein, the terms “Department” and “LASD” shall mean County’s Sheriff’s Department.

**2.24 EFFECTIVE DATE**

As used herein, the term “Effective Date” shall mean the date of execution of this Contract by County and Contractor.

**2.25 EXISTING SYSTEMS**

As used herein, the term “Existing System(s)” shall mean and refer to the Department’s currently existing and operational CAD and RMS systems.

**2.26 EXTENDED TERM**

As used herein, the term “Extended Term” shall have the meaning specified in Paragraph 4 (Term of Contract).

**2.27 FISCAL YEAR**

As used herein, the term “Fiscal Year” shall mean the twelve (12) month period beginning July 1st and ending the following June 30th.

**2.28 FIXED PRICE AMOUNT**

As used herein, the term “Fixed Price Amount” shall be the not-to-exceed amount specified in Exhibit B (Pricing Schedule) for the provision of Required Services by Contractor to County under the Contract in accordance with Exhibit A (Statement of Work).

**2.29 FIXED HOURLY RATE**

As used herein, the term “Fixed Hourly Rate” shall mean the hourly rate as specified in Exhibit B (Pricing Schedule) for Optional Services that Contractor may provide under this Contract upon County’s request.

**2.30 INITIAL TERM**

As used herein, the term “Initial Term” shall have the meaning specified in Paragraph 4 (Term of Contract).

**2.31 MAXIMUM FIXED PRICE**

As used herein, the term “Maximum Fixed Price” shall mean a not-to-exceed amount to be paid by County to Contractor for Optional Services provided by Contractor pursuant to an agreed upon Work Order upon County’s request therefor.

of Work).

**2.32 OPTIONAL SERVICES**

As used herein, the term “Optional Services” shall mean Services that may be provided by Contractor to County upon County’s request therefor and the parties’ agreement on a Work Order, including a Maximum Fixed Price.

**2.33 POOL DOLLARS**

As used herein, the term “Pool Dollars” shall mean the amount allocated under the Contract for the provision by Contractor of Optional Services as provided herein, all requested and approved by County in accordance with the terms of this Contract.

**2.34 PRICING SCHEDULE**

As used herein, the term “Pricing Schedule” shall mean the pricing terms relating to this Contract as specified in Exhibit B (Pricing Schedule).

**2.35 PROJECT CONTROL DOCUMENT; PCD**

As used herein, the terms “Project Control Document” and “PCD” shall have the meaning specified in Deliverable 1 (Project Control Document) of Exhibit A (Statement of Work).



**2.36 PROJECT PLAN**

As used herein, the term “Project Plan” shall have the meaning specified in Deliverable 1 (Project Control Document) of Exhibit A (Statement of Work).

**2.37 PROJECT SCHEDULE**

As used herein, the term “Project Schedule” shall mean and refer to the project timeline set forth in Exhibit C (Project Schedule).

**2.38 REQUEST FOR PROPOSALS; RFP**

As used herein, the terms “Request for Proposals” and “RFP” shall mean and refer to the County Request for Proposals (RFP) for CAD-RMS Consulting Services, as a result of which Contractor was selected to provide Services hereunder.

**2.39 REQUIRED SERVICES**

As used herein, the term “Required Services” shall mean the consulting services relating to the CAD-RFP RFP that are required to be provided by Contractor during the term of this Contract pursuant to Exhibit A (Statement of Work).

**2.40 RMS**

As used herein, the term “RMS” shall mean and refer to the Department’s current Records Management System(s).

**2.41 SERVICES**

As used herein, the term “Services” shall mean the consulting services relating to the CAD-RMS RFP to be provided by Contractor during the term of, and pursuant to, this Contract, as described in Exhibit A (Statement of Work).

**2.42 SHERIFF**

As used here in the term “Sheriff” shall mean the elected official who is the Sheriff of the County of Los Angeles.

**2.43 STATE**

As used herein, the term “State” shall mean the State of California, USA.

**2.44 STATEMENT OF WORK; SCOPE OF WORK; SOW**

As used herein, the terms “Statement of Work,” “SOW,” and “Scope of Work” shall mean the tasks, subtasks, deliverables, goods, services and other work set forth in Exhibit A (Statement of Work), including all Attachments thereto.

**2.45 SYSTEM REQUIREMENTS**

As used herein, the term “System Requirements” shall mean business, functional and technical requirements for the CAD-RMS Solution to be developed and/or updated by Contractor under this Contract.

**2.46 TASK(S)**

As used herein, the terms “Task(s)” and “task(s)”, whether singular or plural, shall mean any of the areas of Services to be performed by Contractor under this Contract, including those set forth in Exhibit A (Statement of Work) and any applicable Work Order.

**2.47 WORK ORDER**

As used herein, the term “Work Order” shall mean the agreed upon terms of any component of Optional Services to be provided by Contractor to County pursuant to this Contract.

**3. WORK**

- 3.1 Pursuant to the provisions of this Contract, upon County’s notice to proceed, Contractor shall fully perform, complete and deliver on time and in accordance with the terms of the Contract, all tasks, subtasks, deliverables, goods, services and other work as set forth herein, including Exhibit A (Statement of Work) and any applicable Work Order.
- 3.2 If Contractor provides any tasks, subtasks, deliverables, goods, services or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County.
- 3.3 Upon completion by Contractor and approval by County of the Services requested by County and set forth in Exhibit A (Statement of Work), County will update the log of Services in Exhibit C (Project Schedule) accordingly.

**4. TERM OF CONTRACT**

- 4.1 The term of this Contract shall commence upon the Effective Date and shall continue for two (2) years thereafter, unless sooner terminated or extended, in whole or in part, as provided in this Contract (hereinafter “Initial Term”).
- 4.2 At the end of the Initial Term or the Extended Term, as applicable, County may, at its sole option, extend this Contract for up to two (2) additional one-year terms (hereinafter “Extended Term”) one year at a time; provided, however, that if County elects not to exercise its option to extend at the end of the Initial Term or the Extended Term, as applicable, the remaining option shall lapse. County shall be deemed to have exercised its extension options automatically, without further act, unless, no later than thirty (30) days prior to the expiration of the Initial Term or the Extended Term, as applicable, the Sheriff or designee notifies Contractor in writing that County elects not to extend the Contract pursuant to this Paragraph 4.2.
- 4.3 As used throughout this Contract, the word “term” shall include the Initial Term and the Extended Term, to the extent County exercises its options under this Paragraph 4.
- 4.4 Contractor shall notify County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to County’s Project Director, with a copy to County’s Project Manager, at the address set forth in Exhibit E (County’s Administration).
- 4.5 County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a Contract term extension option.

**5. CONTRACT SUM**

- 5.1 The Contract Sum under this Contract shall be the maximum total monetary amount payable by County to Contractor for supplying all tasks, subtasks, deliverables, goods, services and other work provided by Contractor during the term of the Contract, including any Optional Services, and shall not exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_),

as further detailed in Exhibit B (Pricing Schedule). There is no guarantee that the entire Contract Sum amount shall be paid to Contractor under the Contract.

- 5.2 Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or 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, shall occur only with County's express prior written consent witnessed by a written Amendment to the Contract, which is formally approved and executed by the parties.
- 5.3 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Contract Sum. Upon occurrence of this event, Contractor shall send written notification to County's Project Director, with a copy to County's Project Manager, at the address set forth in Exhibit E (County's Administration).

**5.4 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF CONTRACT**

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

**5.5 INVOICES AND PAYMENTS**

- 5.5.1 Contractor shall invoice County only for providing the tasks, subtasks, deliverables, goods, services and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder, including any applicable Work Order. Contractor shall prepare invoices, which shall include the charges owed to Contractor by County under the terms of this Contract. Contractor's payments shall be as provided in Exhibit B (Pricing Schedule). Unless otherwise agreed to in a Work Order, Contractor shall be paid in arrears only for the tasks, subtasks, deliverables, goods, services and other work approved and accepted in writing by County. If County does not approve and accept any work in writing, no payment shall be due to Contractor for that work.
- 5.5.2 Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule) and shall contain the information set forth in Exhibit A (Statement of Work) or any applicable Work Order describing the tasks, subtasks, deliverables, goods, services, and/or other work for which payment is claimed. Contractor's Services amount shall not increase beyond those specified in Exhibit B (Pricing Schedule) during the term of the Contract.
- 5.5.3 Contractor shall submit all invoices to County's Project Director, with a copy to the Department's Fiscal Administration, Accounts Payable, within thirty (30) calendar days following County's approval and acceptance of the Services invoiced at the addresses set forth in Exhibit E (County's Administration). The invoices shall be in a form approved by County's Project Director and shall meet the following requirements:
- (a) Invoices must contain the Contract Number.

- (b) Invoices must contain the Contractor’s Name, address and phone number.
- (c) Invoices must include the number(s) and description of the Deliverable(s) and/or Work Order being invoiced.
- (d) Invoices must be submitted to County’s Project Director, with a copy to the Department’s Fiscal Administration, Accounts Payable.
- (e) Upon approval by County’s Project Director, payments will be processed by County in a timely manner.

5.5.4 Payments for the Services provided under this Contract will be processed monthly in arrears within thirty (30) days following receipt by all necessary County personnel identified above, provided that Contractor is not in default under any provision of the Contract and has submitted a complete and accurate statement of payment due, along with supporting documentation.

Payment may be subject to deduction for failure to meet performance standards as defined in the Contract, the Statement of Work and/or any applicable Work Order.

5.5.5 County may delay the last payment due until one (1) month after the termination of the Contract. Contractor shall be liable for payment on thirty (30) days written notice of any offset authorized by the Contract not deducted from any payment made by County to Contractor.

5.5.6 COUNTY APPROVAL OF INVOICES

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

**6. ADMINISTRATION OF CONTRACT – COUNTY**

**6.1 COUNTY’S ADMINISTRATION**

A listing of all County personnel responsible for the administration of this Contract on behalf of County (hereinafter “County’s Administration”), as referenced in this Paragraph 6 below, is set forth in Exhibit E (County’s Administration). No member of County’s Administration is authorized to make any changes in any of the terms and conditions of this Contract unless specifically authorized under Paragraph 8 (Change Notices and Amendments). Unless otherwise specified, reference to each of the persons identified in Exhibit E (County’s Administration) shall also include his/her designee. County shall notify Contractor in writing of any change in the names or addresses shown.

**6.2 COUNTY’S PROJECT DIRECTOR**

County’s Project Director will be responsible for ensuring that the objectives of this Contract are met. County’s Project Director will have the right at all times to inspect any and all tasks, subtasks, deliverables, goods and other Services provided by or on behalf of Contractor. All work performed under this Contract shall be subject to the approval of County’s Project Director or designee.

**6.3 COUNTY’S PROJECT MANAGER**

County’s Project Manager will be responsible for ensuring that the technical, business and operation standards and requirements of this Contract are met and overseeing the day-to-day administration of this Contractor. County’s Project Manager shall have full authority to supervise Contractor’s performance in the daily operation of this Contract and shall also provide direction to Contractor in areas relating to policy, procedures and other matters within the purview of this Contract. County’s Project Manager will on a regular basis interface with Contractor’s Project Manager. County’s Project Manager will report to County’s Project Director regarding Contractor’s performance with respect to the technical, business and operational standards and requirements of this Contract.

**7. ADMINISTRATION OF CONTRACT - CONTRACTOR**

**7.1 CONTRACTOR’S ADMINISTRATION**

A listing of all Contractor personnel responsible for the administration of this Contract on behalf of Contractor (hereinafter “Contractor’s Administration”), as referenced in this Paragraph 7 below, is set forth in Exhibit F (Contractor’s Administration). No member of Contractor’s Administration is authorized to make any changes in any of the terms and conditions of this Contract unless specifically authorized under Paragraph 8 (Change Notices and Amendments). Contractor shall notify County in writing of any change in the names or addresses shown. All staff employed by and/or on behalf of Contractor shall be adults who are fully fluent in both spoken and written English.

**7.2 CONTRACTOR’S PROJECT MANAGER**

Contractor’s Project Manager shall be a full-time employee of Contractor who shall be responsible for Contractor’s performance of all Services under the Contract and ensuring Contractor’s compliance with this Contract. Contractor’s Project Manager shall interface with County’s Project Manager and County’s Project Director on a regular basis and shall be available during business hours acceptable to County for telephone contact and/or meetings as required by County and shall report to County in the manner set forth in this Contract, including Exhibit A (Statement of Work).

**7.3 APPROVAL OF CONTRACTOR’S STAFF**

Contractor shall provide qualified personnel to provide Services and other work under the Contract, including any and all Consultants. County has the absolute right to approve or disapprove any member of Contractor’s Administration or any Consultants providing Services under the Contract and any proposed changes in Contractor’s Administration staff or Consultants, including but not limited to Contractor’s Project Manager.

Contractor shall remove and replace any employee working on this Contract when requested to do so by County. Request will be submitted to Contractor by County in writing stating the reasons for the removal, provided that such reasons are based on reported instances of malfeasance, impropriety or violation of Contractor or County rules by the employee.

**7.4 BACKGROUND AND SECURITY INVESTIGATIONS**

7.4.1 Each of Contractor’s staff performing services under this Contract who is in a designated sensitive position, as determined by County in its sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and

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

- 7.4.2 County may request that Contractor's staff be immediately removed from working on the County Contract at any time during the term of this Contract. County will not provide to Contractor nor to Contractor's staff any information obtained through County conducted background clearance.
- 7.4.3 County may immediately, at its sole discretion, deny or terminate facility access to any of Contractor's staff that does not pass such investigation(s) to the satisfaction of County whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification, if any, of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all Services and other work in accordance with the terms and conditions of this Contract.

**7.5 CONTRACTOR'S STAFF IDENTIFICATION**

Contractor shall, at its sole expense, furnish and require every on-duty employee providing services under this Contract at a County facility to wear a visible photo identification badge identifying employee by name, physical description and company. Such badge shall display on employee's person at all times he/she is on County designated property.

**8. CHANGE NOTICES AND AMENDMENTS**

- 8.1 No representative of either County or Contractor, including those named in this Contract, is authorized to make any changes in any of the terms, obligations or conditions of this Contract, except through the procedures set forth in this Paragraph 8. County reserves the right to change any portion of the work required under this Contract or to amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished only as provided in this Paragraph 8.
- 8.2 For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a Change Notice may be prepared in writing and signed by County's Project Director, or designee, and Contractor's Project Manager. Consistent with the foregoing, County's Project Director is specifically authorized to execute Change Notices for the acquisition of Optional Services using Pool Dollars and to update Exhibit C (Project Schedule).
- 8.3 Except as otherwise provided in this Contract, for any change which materially affects the scope of work or any term or condition included in this Contract, a negotiated Amendment to this Contract shall required to be executed in writing by County's Board of Supervisors and Contractor's authorized representative(s). Notwithstanding the foregoing, the Sheriff is specifically authorized to execute any Amendment for increases in the Contract Sum by up to ten percent (10%) cumulatively above the Contract Sum as of the Effective Date.
- 8.4 County's Board of Supervisors, Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the

Contract shall be prepared and executed by Contractor's authorized representative(s) and the Sheriff.

**9. ASSIGNMENT AND DELEGATION**

- 9.1 Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph 9.1, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.
- 9.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in the form of an Amendment in accordance with applicable provisions of this Contract, including the need for an Amendment.
- 9.3 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 Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 9.4 For any change affecting Contractor's Administration or Contractor's project personnel, Contractor shall submit to County Project Director, with a copy to County's Project Manager, written notification and request to effect the requested change. County's Project Director or designee may accept or reject such notification and request.

**10. AUTHORIZATION WARRANTY**

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

**11. BUDGET REDUCTIONS**

In the event that County's Board of Supervisors adopts, in any Fiscal Year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Contract correspondingly for that Fiscal Year and any subsequent Fiscal Year during the term of this Contract (including any extensions), and the Services and other work to be provided by Contractor under this Contract 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 sentence, Contractor shall continue to provide all of the Services and other work set forth in this Contract.

**12. COMPLIANCE WITH APPLICABLE LAW**

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

12.2 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 12 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. 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.

**13. COMPLIANCE WITH CIVIL RIGHTS LAWS**

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

**14. COMPLIANCE WITH COUNTY’S JURY SERVICE PROGRAM**

**14.1 JURY SERVICE PROGRAM**

This Contract is subject to the provisions of the County’s ordinance entitled Contractor Employee Jury Service (“Jury Service Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit H (Jury Service Ordinance) and incorporated herein by reference.

**14.2 WRITTEN EMPLOYEE JURY SERVICE POLICY**

14.2.1 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 County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from 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 Employee’s regular pay the fees received for jury service.



- 14.2.2 For purposes of this Paragraph 14, “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: (1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Contract, the subcontractor shall also be subject to the provisions of this Paragraph 14. The provisions of this Paragraph 14 shall be inserted into any such subcontract agreement, and a copy of the Jury Service Program shall be attached to the agreement.
- 14.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the 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 Contract 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” and/or that Contractor continues to qualify for an exception to the Program.
- 14.2.4 Contractor’s violation of this Paragraph 14 of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

**15. CONFLICT OF INTEREST**

- 15.1 No County employee whose position with County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. 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.
- 15.2 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 Contract. Contractor warrants that it is not now aware of any facts that 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 15 shall be a material breach of this Contract.

**16. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should Contractor require additional or replacement personnel after the Effective Date 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 term of this Contract.

**17. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

- 17.1 Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give consideration for any such employment openings to participants in County’s Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program 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/GROW participants by job category to Contractor.
- 17.2 In the event that both the laid-off County employees and the GAIN/GROW participants are available for hiring, County employees shall be given first priority.

**18. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

**18.1 RESPONSIBLE CONTRACTOR**

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

**18.2 CHAPTER 2.202 OF THE COUNTY CODE**

Contractor is hereby notified that, in accordance with Chapter 2.202 of the 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 Contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

**18.3 NON-RESPONSIBLE CONTRACTOR**

County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) 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, (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.

**18.4 CONTRACTOR HEARING BOARD**

- 18.4.1 If there is evidence that Contractor may be subject to debarment, County 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.
- 18.4.2 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, 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 County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 18.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 18.4.4 If 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 Contractor has adequately demonstrated one or more of the following: (i) elimination of the grounds for which the debarment was imposed; (ii) a bona fide change in ownership or management; (iii) material evidence discovered after debarment was imposed; or (iv) any other reason that is in the best interests of County.
- 18.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (i) Contractor has been debarred for a period longer than five (5) years; (ii) the debarment has been in effect for at least five (5) years; and (iii) 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.
- 18.4.6 The Contractor Hearing Board’s proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

**18.5 SUBCONTRACTORS OF CONTRACTOR**

These terms of this Paragraph 18 shall also apply to subcontractors of County contractors.

**19. 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](http://www.babysafela.org).

**20. CONTRACTOR’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM**

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

**21. CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

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

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

**22. COUNTY’S QUALITY ASSURANCE PLAN**

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

not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

**23. DAMAGE TO COUNTY FACILITIES, BUILDINGS AND GROUNDS**

- 23.1 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 immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 23.2 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.

**24. EMPLOYMENT ELIGIBILITY VERIFICATION**

- 24.1 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 this Contract 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 and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 24.2 Contractor shall indemnify, defend, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

**25. FACSIMILE REPRESENTATIONS**

County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and Change Notices prepared pursuant to Paragraph 8 (Change Notices and Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments and Change Notices to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

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

**27. FORCE MAJEURE**

- 27.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph 27 as "force majeure events").
- 27.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 27, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 27.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

**28. GOVERNING LAW, JURISDICTION AND VENUE**

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

**29. INDEPENDENT CONTRACTOR STATUS**

- 29.1 This Contract 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.
- 29.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. 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.
- 29.3 Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.
- 29.4 Contractor shall adhere to the provisions stated in Paragraph 41 (Confidentiality).

**30. 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 Contractor’s acts and/or omissions arising from and/or relating to this Contract.

Any legal defense pursuant to Contractor’s indemnification obligations under this Paragraph 30 shall be conducted by Contractor and performed by counsel selected by Contractor.

Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense.

**31. INSURANCE**

**31.1 GENERAL INSURANCE REQUIREMENTS**

Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 31, including Paragraph 31.4 (Insurance Coverage Requirements), of this Base Contract. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Contract.

**31.2 EVIDENCE OF COVERAGE AND NOTICE TO COUNTY**

- 31.2.1 A certificate(s) of insurance coverage (Certificate) satisfactory to County and a copy of an Additional Insured endorsement confirming that County and its Agents (defined below) have been given Insured status under Contractor’s General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- 31.2.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor’s policy expiration dates. County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- 31.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- 31.2.4 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 County’s Project Director, with a copy to County’s Project Manager, at the address set forth in Exhibit E (County’s Administration).

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

**31.3 ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) 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.

**31.3.1 CANCELLATION OF OR CHANGES IN INSURANCE**

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

**31.3.2 FAILURE TO MAINTAIN INSURANCE**

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

**31.3.3 INSURER FINANCIAL RATINGS**

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

**31.3.4 CONTRACTOR’S INSURANCE SHALL BE PRIMARY**

Contractor’s insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County



maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

31.3.5 WAIVERS OF SUBROGATION

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

31.3.6 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 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.

31.3.7 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.

31.3.8 CLAIMS MADE COVERAGE

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

31.3.9 APPLICATION OF EXCESS LIABILITY COVERAGE

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

31.3.10 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.

31.3.11 ALTERNATIVE RISK FINANCING PROGRAMs

County reserves the right to review, and then approve, Contractor's 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.

31.3.12 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS

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

**31.4 INSURANCE COVERAGE REQUIREMENTS**

31.4.1 GENERAL LIABILITY

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

31.4.2 AUTOMOBILE LIABILITY

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

31.4.3 WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY

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 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.

31.4.4 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS

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

**32. LIQUIDATED DAMAGES**

32.1 If, in the judgment of the Sheriff, or his designee, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Sheriff, or his designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor’s invoice for work not performed. A description of

the work not performed and the amount to be withheld or deducted from payments to Contractor from County, will be forwarded to Contractor by the Sheriff, or his designee, in a written notice describing the reasons for said action.

- 32.2 If the Sheriff, or his designee, determines that there are deficiencies in the performance of this Contract that the Sheriff, or his designee, deems are correctable by Contractor over a certain time span, the Sheriff, or his designee, will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the Sheriff, or his designee, may:
- (a) Deduct from Contractor’s payment, pro rata, those applicable portions of the monthly amounts due to Contractor; and/or
  - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction and that Contractor shall be liable to County for liquidated damages in said amount. Said amount shall be deducted from County’s payment to Contractor; and/or
  - (c) Upon giving five (5) days notice to Contractor for failure to correct the deficiencies, County may correct any and all 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.
- 32.3 The action noted in Paragraph 32.2 above shall not be construed as a penalty, but as adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Contract.
- 32.4 This Paragraph 32 shall not, in any manner, restrict or limit County’s right to damages for any breach of this Contract provided by law or as specified in Paragraph 32.2 above or otherwise in this Contract and shall not, in any manner, restrict or limit County’s right to terminate this Contract as agreed to herein.

**33. APPROVAL OF WORK**

All tasks, subtasks, “work products” (deliverables), services or other work performed by Contractor are subject to the written approval of County’s Project Manager or designee. Approval or rejection of deliverable(s) will not be unreasonably withheld by County.

**34. NONDISCRIMINATION AND AFFIRMATIVE ACTION**

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

- 34.2 Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor’s EEO Certification).
- 34.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 34.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 34.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 34.6 Contractor shall allow County representatives access to Contractor’s employment records during regular business hours to verify compliance with the provisions of this Paragraph 34 when so requested by County.
- 34.7 If County finds that any provisions of this Paragraph 34 have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.
- 34.8 The parties agree that in the event Contractor violates any of the anti discrimination provisions of this Contract, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

**35. NON-EXCLUSIVITY**

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

**36. NOTICE OF DELAYS**

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

**37. NOTICE OF DISPUTES**

Contractor shall bring to the attention of County’s Project Director and County’s Project Manager any dispute between County and Contractor regarding the performance of services as stated in this Contract. If County’s Project Director, with assistance from County’s Project Manager, is not able to resolve the dispute, the Sheriff or designee shall resolve it.

**38. NOTICE TO EMPLOYEES REGARDING THE 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.

**39. NOTICE TO EMPLOYEES REGARDING THE 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 Exhibit I (Safely Surrendered Baby Law) of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**40. NOTICES**

40.1 Notices required or permitted to be given under the terms of this Contract or by any law now or hereafter in effect may, at the option of the party giving notice, be given by personal delivery or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mail box.

The notices and envelopes containing same to County shall be addressed to the applicable parties as identified in Exhibit E (County’s Administration).

The notices and envelopes containing same to Contractor shall be addressed to the applicable parties as identified in Exhibit F (Contractor’s Administration).

Addresses may be changed by either party giving ten (10) day’s prior written notice thereof to the other. The Sheriff’s designee shall have the authority to issue all notices or demands required or permitted by County under this Contract.

40.2 In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor.

**41. CONFIDENTIALITY**

41.1 Contractor shall maintain the confidentiality of all records and information, including but not limited to billing, County records, case records and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

- 41.2 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 41, as determined by County in its sole judgment. Any legal defense pursuant to Contractor’s indemnification obligations under this Paragraph 41 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. 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.
- 41.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing Services or other work hereunder of the confidentiality provisions of this Contract. Contractor shall ensure that each Consultant and any other person performing work for or on behalf of Contractor shall sign and adhere to the terms and conditions set forth in Exhibit G (Acknowledgment, Confidentiality and Assignment Agreement) prior to commencing any work under the Contract.

**42. PUBLIC RECORDS ACT**

- 42.1 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 44 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as any documents which were required to be submitted in response to a Request for Proposals (RFP) used in the solicitation process for this Contract, 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 that meet the exceptions set forth in the California Government Code Section 6250 et seq. (Public Records Act) and which are 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.
- 42.2 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 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.

**43. PUBLICITY**

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

43.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 43 shall apply.

**44. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

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

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

44.2 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 44 shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract.

44.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either (a) repaid by Contractor to County by cash payment upon demand or (b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. 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 by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

**45. RECYCLED BOND PAPER**

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

**46. SUBCONTRACTING**

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

**47. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 20 (Contractor’s Warranty of Adherence to County’s Child Support Compliance Program), shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Contract pursuant to Paragraph 50 (Termination for Default) and pursue debarment of Contractor pursuant to County Code Chapter 2.202.



**48. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 21 (Contractor’s Warranty of Compliance with County’s Defaulted Property Tax Reduction Program), shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor pursuant to County Code Chapter 2.206.

**49. TERMINATION FOR CONVENIENCE**

49.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

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

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

49.3 After receipt of the Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than one (1) month from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine, on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

49.4 Subject to the provisions of Paragraphs 49.1 and 49.2 above, County and Contractor shall negotiate an equitable amount to be paid to Contractor by reason of the total or partial termination of work pursuant to this Paragraph 49. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. County shall pay the agreed amount; subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Contract as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.

49.5 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with Paragraph 44 (Record Retention and Inspection/Audit Settlement).

**50. TERMINATION FOR DEFAULT**

50.1 County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of County:

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

50.2 In the event that County terminates this Contract in whole or in part as provided in Paragraph 50.1, 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 Contract to the extent not terminated under the provisions of this Paragraph 50.2.

50.3 Except with respect to defaults of any subcontractor, Contractor shall not be liable for any such excess costs of the type identified in Paragraph 50.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of 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 the 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. As used in this Paragraph 51.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

50.4 If, after County has given notice of termination under the provisions of this Paragraph 50, it is determined by County that Contractor was not in default under the provisions of this Paragraph 50, or that the default was excusable under the provisions of Paragraph 50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 49 (Termination for Convenience).

50.5 The rights and remedies of County provided in this Paragraph 50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **51. TERMINATION FOR IMPROPER CONSIDERATION**

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

County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

- 51.2 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.
- 51.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

**52. TERMINATION FOR INSOLVENCY**

- 52.1 County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
  - The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
  - The appointment of a Receiver or Trustee for Contractor; or
  - The execution by Contractor of a general assignment for the benefit of creditors.
- 52.2 The rights and remedies of County provided in this Paragraph 52 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**53. TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE**

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

**54. TERMINATION FOR NON-APPROPRIATION OF FUNDS**

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

**55. VALIDITY**

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

**56. WAIVER**

No waiver by County of any breach of any provision of this Contract 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 this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 56 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**57. WARRANTY AGAINST CONTINGENT FEES**

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

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

**58. COUNTY LOBBYISTS**

Each County lobbyist 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 any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract. Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts which do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts which 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.

**59. PROHIBITION FROM INVOLVEMENT IN THE BIDDING PROCESS OF FUTURE RFPS**

Contractor understands and agrees that neither Contractor nor its subsidiaries shall be involved in any way in the bidding process on any Request for Proposals, including the CAD-RMS RFP, developed or prepared by or with the assistance of Contractor's Services rendered pursuant to this Contract, whether as a prime contractor or subcontractor, or as a contractor to any other prime contractor or subcontractor. Any such involvement by Contractor shall result in the rejection by County of the bid or proposal by the prime contractor in question.

**60. PROPRIETARY RIGHTS**

- 60.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all information, data, plans, diagrams, reports and other documents and records (hereafter “materials”) which are originated or created through Contractor’s work pursuant to this Contract. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in County all of Contractor’s right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor’s work under this Contract. Contractor shall ensure that each Consultant and any other person providing work for or on behalf of Contractor shall fully execute Exhibit G (Acknowledgment, Confidentiality and Assignment Agreement) prior to commencing any work under the Contract.
- 60.2 During the term of this Contract and for five (5) years thereafter, Contractor shall maintain and provide security for all of Contractor’s working papers prepared under this Contract. County shall have the right to inspect, copy and use, at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 60.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County’s Project Director or designee as proprietary or confidential, and shall be plainly and prominently marked by Contractor as “Propriety” or “Confidential” on each appropriate page of any document containing such material.
- 60.4 County will use reasonable means to ensure that Contractor’s proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 60.5 Notwithstanding any other provision of this Contract, County will not be obligated to Contractor in any way under Paragraph 60.4 above for any of Contractor’s proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 60.3 above or for any disclosure which County is required to make under any state or federal law or order of court.
- 60.6 All the rights and obligations of this Paragraph 60 shall survive the expiration or termination of this Contract.

**61. LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES**

Contractor shall obtain and maintain in effect during the term of this Contract all licenses, permits, registrations, accreditations and certificates, if any, required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to the performance of this Contract, and shall further ensure that all of its officers, employees and agents who perform Services and other work hereunder shall obtain and maintain in effect during the term of this Contract all licenses, permits, registrations, accreditations and certificates which are applicable to their performance of Services and other work hereunder. A copy of each such license, permit, registration, accreditation and certificate required by law shall be provided to County’s Project Director, with a copy to County’s Project Manager, at the address set forth in Exhibit E (County's Administration) upon request.

**62. INTELLECTUAL PROPERTY INDEMNIFICATION**

- 62.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Contract. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.
- 62.2 In the event any equipment, software or services product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:
- Procure for County all rights to continued use of the questioned equipment, software or services product; or
  - Replace the questioned equipment, software or services product with a non-questioned item; or
  - Modify the questioned equipment, software or services product so that it is free of claims.
- 62.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

**63. PROHIBITION AGAINST INDUCEMENT AND PERSUASION**

Notwithstanding the above, Contractor and County agree that, during the term of this Contract 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.

IN WITNESS WHEREOF, County and Contractor by their duly authorized signatures have caused this Contract to be effective the day, month and year first above written.

COUNTY:  
SHERIFF’S DEPARTMENT

By \_\_\_\_\_  
JOHN L. SCOTT, SHERIFF

CONTRACTOR: \_\_\_\_\_

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Title \_\_\_\_\_

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By \_\_\_\_\_  
VICTORIA MANSOURIAN  
Principal Deputy County Counsel

**EXHIBIT A**  
**STATEMENT OF WORK**  
**FOR**  
**CAD-RMS CONSULTING SERVICES**

**SEE APPENDIX B TO RFP**



**EXHIBIT B**  
**PRICING SCHEDULE**  
**FOR**  
**CAD-RMS CONSULTING SERVICES**

**TO BE DETERMINED**

**EXHIBIT C**  
**PROJECT SCHEDULE**  
**FOR**  
**CAD-RMS CONSULTING SERVICES**

**TO BE DETERMINED**

**EXHIBIT D**  
**CONTRACTOR’S EEO CERTIFICATION**  
**FOR**  
**CAD-RMS CONSULTING SERVICES**

**EXHIBIT D**  
**CONTRACTOR'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, Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries and holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, age or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CERTIFICATION**

	<u><b>YES</b></u>	<u><b>NO</b></u>
1. Contractor has a written policy statement prohibiting discrimination in all phases of employment.	( )	( )
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	( )	( )
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	( )	( )
4. When problem areas are identified in employment practices, Contractor 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)

**EXHIBIT E**  
**COUNTY’S ADMINISTRATION**  
**FOR**  
**CAD-RMS CONSULTING SERVICES**

**TO BE DETERMINED**

**EXHIBIT F**  
**CONTRACTOR’S ADMINISTRATION**  
**FOR**  
**CAD-RMS CONSULTING SERVICES**

**TO BE DETERMINED**

**EXHIBIT G**  
**ACKNOWLEDGMENT, CONFIDENTIALITY**  
**AND**  
**ASSIGNMENT AGREEMENT**  
**FOR**  
**CAD-RMS CONSULTING SERVICES**

**EXHIBIT G**  
**ACKNOWLEDGMENT, CONFIDENTIALITY AND ASSIGNMENT**  
**AGREEMENT**

PROJECT NAME \_\_\_\_\_

CONTRACTOR/EMPLOYER NAME \_\_\_\_\_

LOS ANGELES COUNTY AGREEMENT NAME/NUMBER \_\_\_\_\_

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**GENERAL INFORMATION**

The organization identified above ("Contractor") is under contract ("Contract") to provide certain services ("Services") to the County of Los Angeles ("County"). County requires each employee of this Contractor performing services under this Contract to understand his/her obligations with respect to the personal and proprietary data with which he/she will be in contact, and to acknowledge such obligations by executing this Employee Acknowledgment, Confidentiality and Assignment Agreement.

**EMPLOYEE STATUS ACKNOWLEDGMENT**

I understand and agree that the above-referenced Contractor 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 pursuant to the above-referenced Contract.

I understand and agree that I am not an employee of County for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from County 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 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 criminal background and security investigation(s). I understand and agree that my continued performance of services under the above-referenced Contract is contingent upon my passing, to the satisfaction of County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of County, any such investigation shall result in my immediate release from performance under this Contract and/or any future contracts.

**CONFIDENTIALITY AGREEMENT**

My work may be concerned with services provided by County, and, therefore I may have access to confidential data and information pertaining to private individuals and/or entities receiving such services. I may also have access to proprietary information belonging to other organizations doing business with County. County has a legal obligation to keep confidential all such data and information in its possession, especially data and information concerning health, criminal and welfare recipient records. I understand that, by virtue of my involvement in County work, I too must protect the confidentiality of such data and information. I understand that I must sign this agreement to be eligible to perform work for my employer under the County Contract. I have read this agreement and have taken due time to consider it prior to signing.



I agree not to disclose to, nor reproduce for the benefit of, any unauthorized person any data or information obtained while performing work under the above-referenced Contract between my employer and County. I agree to forward all requests for disclosure or copying of any such data or information in my possession or care to my immediate supervisor. The parties hereby acknowledge and agree that no obligation of confidentiality applies to residual knowledge learned (such as ideas, concepts know-how or techniques) and experience gained by me as a result of performing the Services. In addition, nothing herein shall prevent me or Contractor from providing to others similar services to the Services, subject to any obligations of confidentiality.

I agree to protect from loss and to keep confidential all health, criminal and welfare recipient records and all data, information and materials pertaining to persons and/or entities receiving services from County, design concepts, algorithms, programs, formats, documentation, Contractor’s 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 unauthorized disclosures or copying of confidential or proprietary data or information, whether accidental or intentional, and whether by myself and/or by any other person, of which I become aware. I agree to return all confidential data, information and materials to my immediate supervisor upon completion of the above-referenced Contract, or termination of my employment with my employer, whichever occurs first.

**ASSIGNMENT OF PROPRIETARY RIGHTS**

As used in this agreement, “Works” means (i) any inventions, trade secrets, ideas, original works of authorship or Confidential Information (as defined below) that I conceive, develop, discover or make in whole or in part during my employment with Contractor which relates to the Contract, (ii) any inventions, trade secrets, ideas, original works of authorship or Confidential Information (as defined below) that I conceive, develop, discover or make in whole or in part during or after my employment with Contractor which are made through the use of any of Contractor’s equipment, facilities, supplies, trade secrets or time, or which result from any work I perform for Contractor, and (iii) any part or aspect of any of the foregoing. “Confidential Information” means all information or material disclosed to or known by me as a consequence of my employment with Contractor, including third party information or information disclosed by County that Contractor treats as confidential, and any information disclosed to or developed by me or embodied in or relating to the Works.

All Works shall belong exclusively to Contractor whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be “works made for hire” under the United States Copyright Act, and Contractor shall be deemed to be the author thereof.

If and to the extent any Works are determined not to constitute “works made for hire,” or if any rights in the Works do not accrue to Contractor as a work made for hire, I irrevocably assign and transfer to Contractor to the maximum extent permitted by law all right, title and interest in the Works, including but not limited to all copyrights, patents, trade secret rights, and other proprietary rights in or relating to the Works. Without limiting the foregoing, I irrevocably assign and transfer to Contractor all economic rights to the Works, including without limitation the exclusive and unrestricted right to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, import, export, transfer, convey and otherwise exploit the Works.

I expressly approve any and all modifications, uses, publications and other exploitation of the Works that Contractor or any successor or transferee of Contractor may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation, or will be deemed to constitute a distortion or mutilation of the Works.

I agree to provide any assistance reasonably requested by Contractor, now and in the future, to obtain United States or foreign letters patent and copyright registrations covering inventions and original works of authorship belonging or assigned to Contractor. I shall execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the U.S. Copyright Office, the U.S. Patent and Trademark Office or any other entity). If Contractor is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated to transfer or assign, I irrevocably designate and appoint Contractor and its duly authorized officers and agents as my agent and attorney in fact, to act for and on its behalf and stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest and is irrevocable.

This agreement shall be construed in accordance with the provisions of Section 2870 of the California Labor Code (the text of which follows) relating to inventions made by an employee. Accordingly, this agreement is not intended and shall not be interpreted to assign to or vest in Contractor any of my rights in any inventions developed entirely on my own time without using Contractor’s equipment, supplies, facilities, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the invention to Contractor’s business or the actual or demonstrably anticipated research or development of Contractor, or result from any work I performed for Contractor.

**California Labor Code Section 2870. Employment Agreements; Assignment of Rights**

- (a) Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer’s equipment, supplies, facilities, or trade secret information except for those inventions that either:
  - (1) Relate at the time of conception or reduction to practice of the invention to the employer’s business or actual or demonstrably anticipated research or development of the employer; or
  - (2) Result from any work performed by the employee for the employer.
- (b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonyms used in connection with any Works, goods or services I provide under this agreement or the above referenced Contract.

I acknowledge that violation of this agreement may cause irreparable harm to County, which may not be compensated by monetary damages, and may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal and equitable redress, including, without limitation, injunctive relief.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED: \_\_\_\_\_ POSITION: \_\_\_\_\_

**EXHIBIT H**  
**JURY SERVICE ORDINANCE**  
**FOR**  
**CAD-RMS CONSULTING SERVICES**

**SEE APPENDIX G TO RFP**

**EXHIBIT I**  
**SAFELY SURRENDERED BABY LAW**  
**FOR**  
**CAD-RMS CONSULTING SERVICES**

**SEE APPENDIX J TO RFP**

**EXHIBIT J**  
**DEFAULTED PROPERTY TAX REDUCTION  
PROGRAM ORDINANCE**  
**FOR**  
**CAD-RMS CONSULTING SERVICES**

**SEE APPENDIX K TO RFP**

**EXHIBIT K**  
**REQUEST FOR PROPOSALS (RFP)**  
**FOR**  
**CAD-RMS CONSULTING SERVICES**

***TO BE INCORPORATED BY REFERENCE***

**EXHIBIT L**  
**CONTRACTOR’S PROPOSAL**  
**FOR**  
**CAD-RMS CONSULTING SERVICES**

***TO BE INCORPORATED BY REFERENCE***

## **APPENDIX B**

# **STATEMENT OF WORK FOR CAD-RMS CONSULTING SERVICES**

### **NOTICE TO RFP PROPOSERS**

**THIS 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.**

**THIS APPENDIX B MAY BE UPDATED TO REFLECT THE SELECTED PROPOSAL PRIOR TO THE NEGOTIATION OF THE RESULTANT CONTRACT.**



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## **1. GENERAL**

### **1.1 INTRODUCTION**

This Appendix B (Statement of Work) consists of tasks, subtasks, deliverables, goods, services and other work (“Services”) the selected Contractor shall be required to provide in response to the Request for Proposals (“RFP”) issued by the Sheriff’s Department (“Sheriff”, “LASD” or “Department”) of the County of Los Angeles (“County”) for CAD-RMS Consulting Services, whereby County seeks to obtain Services of a qualified consulting company (“Contractor”) to assist the Department in developing a comprehensive request for proposals for replacement of the Sheriff’s Computer Aided Dispatch (“CAD”) and Records Management System (“RMS”) systems (“CAD-RMS Solution RFP”).

The capitalized terms used throughout this Appendix B shall have the meanings given to such terms in this Appendix B. All other capitalized terms used in this Appendix B without definitions shall have the meanings given to such terms in the Required Contract or otherwise in the RFP, as applicable.

### **1.2 OBJECTIVES**

The objective of the RFP is to select a Contractor to develop the scope of work and requirements for a new CAD-RMS Solution to replace the Department’s existing CAD and RMS systems (“Existing Systems”) that will meet all County requirements, as determined through the evaluation and assessment process. The County is currently using a CAD system that was built in the late 1980’s and has not seen any major updates since 1999. The technology is outdated including the programming language in which the current CAD system is written in. The County currently manages several different RMS systems; and the ability to gather information from each system and share or retrieve data can be very time consuming and resource intensive. The Contractor will be expected to perform a requirements study, develop a statement of work, develop business and technical requirements and compile an RFP that will be used to select a CAD-RMS Solution for the County. The work to be performed by the Contractor will be based on a firm fixed priced Contract.

### **1.3 DEPARTMENT BACKGROUND**

The Department is a law enforcement agency which serves Los Angeles County, California – an area totaling approximately 4,084 square miles with a population of almost 10 million people (2010 U.S. Census). It is the largest Sheriff’s Department in the world, with approximately 18,000 employees. The Department provides general law enforcement services to 40 contract cities, 90 unincorporated communities, 216 facilities, hospitals, and clinics located throughout the County, nine (9) community colleges, the Metropolitan Transit Authority and 47 Superior Courts. Department also provides services such as laboratories and academy training to smaller law enforcement agencies within the County. Additionally, the Department is responsible for securing approximately 18,000 inmates daily in 7 custody facilities, which includes providing food and medical treatment.

### **1.4 COMPUTER AIDED DISPATCH SYSTEM BACKGROUND**

The Department currently maintains 2,700 Mobile Data Computers (“MDC”) and over 1,300 fixed computers that utilize CAD. The MDCs are used in field operations, boats, transportation buses and dispatch centers. The current CAD system enables deputies in the field to gather information on wanted subjects or stolen vehicles, receive calls for service, and enter observations. The

current CAD system manages over one million inquiries to various law enforcement database systems throughout the County and the nation on a daily basis. In addition, CAD manages all calls for service dispatched to County units. The Department currently dispatches 2,000 to 2,500 calls for service per day, and logs 3,000 to 5,000 observations a day via CAD. The Department received 1,034,929 calls for service in 2012 and received 1,032,712 calls for service in 2013.

The Department dispatches calls from 26 facilities, as identified in Exhibit 1 (County Facilities) to this Appendix B, and broadcasts those calls from the Department's centralized location known as the Sheriff's Communication Center ("SCC"). SCC serves as the main radio communications relay link in the Department's CAD and Radio Communications System. This system uses a centralized communications configuration coupled with decentralized command and control. This arrangement affords each station direct control over the disposition of its law enforcement assets while allowing for expanded tactical and communications capabilities coordinated through SCC.

Currently, the Department's CAD system is limited in a number of areas, as set forth in Exhibit 2 (Existing Systems Technical Specifications) to this Appendix B. The following are additional features that will be required in a CAD system:

- Having ability to add additional dispatching locations.
- Supporting Next Generation 911 integration.
- Supporting the ability to send and receive text, images and video to our Public Safety Answering Points ("PSAP").
- Supporting the ability to integrate with Advanced Automatic Collision Notification ("AACN") vehicles to notify dispatch if a significant collision has occurred.
- Supporting ad-hoc reporting and data export without additional programming.
- Supporting Intelligent Dispatching to reduce response times.
- Supporting location awareness and geo-coding of units to reduce response times.
- Supporting an integrated CAD client for mapping and hazard locations.
- Supporting customizable mobile, complaint, dispatcher and watch deputy screens.
- Supporting seamless address verification.
- Supporting easy export of relevant call data to a field based reporting system to avoid retyping.
- Supporting the use of photographs, video and other multimedia files from an incident record so that it can be stored for future reference or transferred to the Records Management System.
- Supporting a supervisor dashboard to provide real-time views into field and dispatch operations.
- Supporting automatic searching for previous vehicles, people and incidents which enables a more informed response and helps avoid duplicate calls.
- Supporting browser-based administration tools for system configuration, provisioning, monitoring and reporting.
- Supporting incident recall using wildcard and partial search capabilities.
- Supporting a robust role-based security system for users, administrators, and maintenance.
- Supporting receiving alarm calls electronically instead of the alarm centers calling SCC.
- Supporting use of national standards for CAD to CAD messaging.
- Providing CAD contractual services for maintenance and services.

- Supporting historical activity graphical reports for determining where to concentrate daily patrol.
- Identifying, providing alerts and preventing 911 “swatting” phone calls.

## **1.5 RECORDS MANAGEMENT SYSTEM BACKGROUND**

The Los Angeles Regional Crime Information System (“LARCIS”) has been the Department’s primary electronic crime reporting data repository for the past eleven (11) years. The data from crime reports written by Department personnel are currently entered manually into LARCIS by the unit’s clerical staff. This information is stored and made available in various forms and generates reports for state reporting compliance and is used for crime analysis. In addition, LARCIS acts as one of the case management systems for Department’s investigative units.

Through the years that LARCIS has been in operation, enhancements made to the original application have increased the system’s functionality, such as availability of address geo-coding using web services, development of a Field Interview Report (“FIR”) module, a Search Operations module, enhanced real-time geo-coding capability and the capability to generate ad-hoc executive level crime reports. Also added recently is a new module that keeps track of all the parolees who have been released from the State prison under the A.B. 109 Realignment Program and are now being supervised by the Los Angeles County Probation Department. The Department ensures that these parolees are compliant with their conditions of parole which is enforced through a Special Task Force Compliant Team. In addition, LARCIS data has been linked to outside law enforcement information sharing systems, such as Coplink and Palantir. These system interfaces make the Los Angeles County crime and investigation information available to numerous other local, state and federal law enforcement agencies nationwide.

All of these improvements have empowered investigators, crime analysts and others to data mine the LARCIS system and use that information to track crime trends, report statistics and manage investigations.

LARCIS is a 24/7, business critical system with over 4,000 active users. During peak hours, as many as 360 users access the system concurrently. The system currently retains:

- 6,633,528 Department Crime Incidents.
- 170,842 Department FIR Reports.
- 14,589,183 Total Records.
- Currently, approximately 377,380 records are added to the system every year.

Currently, LARCIS is limited in a number of areas, as set forth in Exhibit 2 (Existing Systems Technical Specifications). The following are additional features that will be required in a new RMS system:

- Having the capability to support electronic field based reporting since LARCIS has no approval workflow process.
- Having the capability to support community on-line crime reporting.
- Having the capability to support Geospatial analysis (mapping) to support intelligence led policing within the application.
- Having the capability to store data that conforms to the data standards accepted by federal, state and local agencies nation-wide.

- Having the capability to support active alerts.
- Having the capability to track pawn slips.
- Having the capability to track traffic citations.
- Having the capability to track graffiti incidents and other forms of relevant data which might be beneficial to the County.
- Having the capability to access the application via the Mobile Data Computers (“MDC”).
- Having the flexibility in managing, tracking and reporting of Investigators’ case loads.
- Having the capability to track or interface with existing systems, including the new CAD system.

## **1.6 PROJECT OVERVIEW AND SCOPE OF WORK**

The Tasks, Subtasks and Deliverables in this SOW outline the scope of Contractor’s work in conducting a requirements study and preparing a CAD-RMS Solution RFP. To achieve this, the Contractor shall be required to provide the following Required Services, as further specified in the Tasks, Subtasks and Deliverables below:

- Develop and maintain a Project Control Document (“PCD”) for the ongoing management of this project.
- Develop the Work Breakdown Structure (“WBS”) for the project in a Gantt chart using Microsoft Project.
- Review existing documentation, requirements study documentation, network diagrams and workflow diagrams.
- Review the existing CAD-RMS systems including screen layout and business workflow.
- Conduct Joint Application Requirements (“JAR”) sessions with the business users and technical staff to further review and update requirements.
- Develop and issue a Request for Information (“RFI”) to the vendor community to better understand the commercial environment.
- Review the responses to the RFI including participating and documenting detailed vendor demonstrations.
- Update/finalize the Requirements Document based on the capabilities of the Existing Systems with a GAP analysis outlining any gaps between the base minimum System Requirements and the Existing Systems capabilities.
- Develop the new CAD-RMS Solution RFP for the acquisition, customization, implementation and maintenance/support of the new system.
- Assist in the issuance of the CAD-RMS Solution RFP and serve as consulting member of evaluation and agreement negotiation team for CAD-RMS Solution vendor selection. The project will be considered complete upon approval of the CAD-RMS Solution agreement (“CAD-RMS Agreement”) by County’s Board of Supervisors.

## **1.7 PROJECT GOVERNANCE**

This project will be overseen and monitored by the CAD-RMS Executive Steering Committee (“Steering Committee”), County’s CAD-RMS Project Director (“County’s Project Director”) and

County's CAD -RMS Project Manager ("County's Project Manager"), all of whom will monitor Contractor activities, personnel and progress on this project pursuant to the resultant Contract.

## **1.8 ASSUMPTIONS**

This project is being undertaken with the following assumptions:

1. The Existing Systems data schema screens and processing routines will be made available to the Contractor.
2. Key members of Contractor's project team will have sufficient experience in CAD-RMS systems, so that they can provide business expertise in discussions with County's subject-matter experts.
3. All work shall be done at County facilities, unless otherwise authorized in writing by County's Project Manager.
4. Deliverables will be subject to County's review and written approval, as set forth in Exhibit 3 (Deliverable Acceptance) to this Appendix B. Contractor will review proposed formats and contents of deliverables with County's Project Manager in order to validate the agreed upon expectations.
5. There may be time gaps where the Contractor will have completed one task or set of tasks and will have to wait for the County to complete its tasks or approve Contractor's deliverables or the vendor community to respond (i.e., CAD-RMS Solution RFI phase and CAD-RMS Solution RFP phase).

## **1.9 COUNTY RESPONSIBILITIES**

1. County's Project Manager will coordinate all activities of, information from and decisions made by County personnel.
2. County's Project Manager or designee will coordinate obtaining subject-matter expertise ("SME").
3. County's Project Manager or designee will provide clarification on any business or technical requirements.
4. County's Project Manager will provide project oversight and management.
5. County will provide Executive sponsorship and user buy-in.
6. County will provide the infrastructure, servers, shared network space, and user workstations required for Contractor's on-site work. In order for this responsibility to be met, the Contractor must state what Contractor will require and must be agreed upon by the County Project Manager.
7. County will provide office space and network connectivity for Contractor to work on-site.
8. County will make best efforts to timely review Contractor provided Tasks and Deliverables, as specified in Exhibit 3 (Deliverable Acceptance).

## **1.10 CONTRACTOR RESPONSIBILITIES**

In this SOW, unless otherwise specifically indicated, the term "Contractor" means and includes the Contractor and its subcontractors and suppliers.



Under the direction of County's Project Manager, Contractor shall perform all Tasks and Subtasks and produce all Deliverables as set forth in this SOW. Contractor's responsibilities shall include at a minimum:

1. Performing work on-site at County provided facilities during normal business hours (8 a.m. to 5 p.m. (Pacific Time), Monday through Friday, except County holidays) for the term of the resultant Contract.
2. Providing one (1) hard copy and one (1) electronic copy (in Microsoft Office 2007 or higher: Access, PowerPoint, Publisher, InfoPath, OneNote, Word, Excel, Visio or Project) of all final versions of Contract Deliverables.
3. Attending meetings with all levels of Department personnel or designee including but not limited to:
  - a. Executive Management
  - b. Subject Matter Experts (SME) in CAD-RMS systems
  - c. End users
  - d. Technical Support Staff and Programmers

While the number of meetings is not quantified, throughout the term of the resultant Contract the Contractor is expected to attend meetings as directed by County Project Manager. The County Project Manager will also inform the Contractor of any documentation required for the meeting in advance, such as status reports, demonstrations and/or documents.

## **2. TASK AND DELIVERABLES**

Unless specified otherwise, all Tasks, Subtasks and Deliverables described in this Section 2 of the SOW shall be provided by Contractor. Contractor shall prepare and deliver all Deliverables described in this SOW, using the Deliverable numbers and titles indicated. Exhibit 3 (Deliverable Acceptance) describes the process for receiving, reviewing and accepting the Deliverables provided by Contractor under this Statement of Work.

Some Tasks or Subtasks may need to be performed and/or Deliverables completed out of sequence. Contractor shall remain responsible for completion of such Tasks, Subtasks and/or Deliverables.

County, at its sole discretion, may elect to reduce the scope of Required Services by requested that Contractor not perform certain task(s) and/or deliverable(s) under this Statement of Work, if it is decided by the Project Team that such task(s) and/or deliverable(s) are no longer necessary for completion of the project. If County so elects, County will not be held responsible for payment to Contractor for any such task(s) and/or deliverable(s) eliminated from the scope of the project. County will communicate any such reduction in the scope of Required Services to Contractor before commencement of the Required Services associated with the respective task(s) and/or deliverable(s).

### **2.1 TASK 1 – PROJECT PLANNING AND MANAGEMENT**

#### **2.2 SUBTASK 1.1 – DEVELOP PROJECT CONTROL DOCUMENT**

Contractor shall prepare a Project Control Document (“PCD”). Unless otherwise agreed to by the parties or required by County, the contents of the Project Control Document shall include the following:

1. Project Scope, Objectives and Critical Success Factors – a brief statement of the scope, objectives and Critical Success Factors of the project. To determine Project Scope, Objectives and Critical Success Factors, the Contractor shall interview the project team to further clarify the deliverables outlined in this SOW.
2. Project Organization, Roles and Responsibilities – A hierarchical structure depicting the organization of the project team and its reporting relationships, including a description of the primary roles and responsibilities of the project team members and any relevant organizational relationships. A detailed narrative description of the tasks with roles and responsibilities of project team members by Task or Subtask, timeframe to complete each task and any dependencies on other tasks.
3. Detailed Work Plan – Detailed project schedule for the duration of the resultant Contract, in the form of a Gantt chart developed in Microsoft Project (version 2007 or later), including start and end dates for all Tasks, Subtasks and Deliverables in this SOW, 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).
4. Assumptions – A listing of all relevant assumptions made in the development of the Detailed Work Plan. All assumptions must be documented and agreed upon by County Project Manager.

5. Deliverables List – A list of the Deliverables to be produced for each Task and Subtask, including a paragraph description of each Deliverable.
6. Communication Plan – A description of the primary means of communication that will be used throughout the project among team members. In addition, the plan will discuss document sharing and management. This should include a description of any recurring Tasks and Subtasks (e.g., Status Meetings, etc.).
7. Risk Management – A description of the risk management process, including a tracking mechanism for potential project risks, the probability of those risks occurring, potential impact of those risks and risk mitigation strategies.

### **2.3 DELIVERABLE 1.1 – PROJECT CONTROL DOCUMENT**

Contractor shall provide to County the Project Control Document within two (2) weeks after the Kick-Off Meeting conducted pursuant to Subtask 1.2.1 – Participate in Kick-Off Meeting and Documentation Requirements.

The PCD must map to this Statement of Work. The sequencing and timing of Tasks, Subtasks and Deliverables shall be documented in the PCD.

Once the baseline PCD has been accepted, any changes to the project schedule must be formally approved by County’s Project Manager.

### **2.4 SUBTASK 1.2 – PARTICIPATE IN ONGOING MONTHLY PROJECT MANAGEMENT**

#### **2.5 SUBTASK 1.2.1 – PARTICIPATE IN KICK-OFF MEETING AND DOCUMENTATION REQUIREMENTS**

Contractor shall meet with the County team to start the project within one (1) week of the Effective Date of the resultant Contract to perform, at a minimum, the following tasks:

- To determine if any products other than Microsoft Office 2007 or later will be utilized for documentation;
- To determine the agreed upon format for all documentation;
- To review project schedule, roles and responsibilities, and staffing

#### **2.6 SUBTASK 1.2.2 – PROVIDE ISSUE DOCUMENTATION, ESCALATION AND RESOLUTION**

Contractor shall develop an Issue Tracking Log for tracking project issues. Contractor shall ensure that the Issue Tracking Log is updated on a daily basis. Authorized members of Department and Contractor project teams shall be able to view and print information about the status of project issues. The ongoing Issue Tracking Log will be maintained on the Department’s computer network. The ongoing Issue Tracking Log shall provide fields for the following information about each issue or deficiency:

1. Issue title.
2. Issue description.
3. Issue type (based on a scheme for classifying issues).
4. Date the issue was first identified.
5. Date the issue was first entered into the Issues Tracking Log.
6. Person(s) involved in initially discovering or reporting the issue.
7. Person(s) assigned to manage the resolution of the issue.

8. Date of assignment to manage the resolution of the issue (allow for multiple dates to indicate transfer of assignment from one person to another).
9. Strategy or plan for resolving the issue (allow for revisions, and show revision history).
10. Special instructions or constraints regarding issue resolution (allow for revisions, and show revision history).
11. Dates that a resolution to the issue is expected (allow for revisions, and show revision history).
12. 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).
13. Current status.
14. Date the issue is closed.

**2.7 SUBTASK 1.2.3 – PROVIDE MONTHLY STATUS REPORT**

Contractor shall deliver a Monthly Status Report by the 5<sup>th</sup> of the following month, which shall include, but not be limited to, the following:

1. The time period covered by the report.
2. Summary of project progress and changes since the previous Monthly Status Report.
3. Work completed during that period.
4. Work scheduled for completion which was not completed.
5. Work expected to be completed during the upcoming period.
6. Status of issues that were reported as open in the previous Status Report.
7. Re-opened issues that had been closed as of the previous Status Report.
8. New issues.
9. Revised PCD, updated to reflect current project status including an updated Gantt chart in Microsoft Project of current project activities and schedule.
10. Explanation of
  - a. what has changed since the previous month's updated PCD
  - b. what has changed since the baseline PCD.

**2.8 SUBTASK 1.2.4 – PARTICIPATE IN WEEKLY STATUS MEETINGS**

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 County's 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 at his or her discretion.

Contractor shall establish agendas for these meetings, with the advice and consent of County Project Manager or designee. Contractor shall take minutes of major discussion points, decisions, action items and their rationale.

**2.9 DELIVERABLE 1.2 – ONGOING MONTHLY PROJECT MANAGEMENT**

As part of ongoing monthly project management, Contractor shall, at a minimum, provide the following tasks in accordance with Task 1 – Project Planning and Management:

1. Attend Kick-Off Meeting.

2. Provide Issue Documentation, Escalation and Resolution:
  - Develop the Issue Tracking Log and Documentation within two (2) weeks of the Effective Date of the Contract.
  - Update and review the Issue Tracking Log on a daily basis so that it accurately, completely and clearly reflects current status of project issues and deficiencies.
3. Provide Monthly Status Report.
  - Develop and deliver Monthly Status Report by the 5<sup>th</sup> of the following month.
  - Contractor shall ensure that each change from previous versions of the PCD are called out and explained. The County reserves the right to approve all changes to the PCD and can ignore those changes that do not need to be incorporated.
4. Participate in Weekly Status Meetings:
  - Develop agenda for Weekly Status Meeting.
  - Attend Weekly Status Meeting.
  - Develop Weekly Status Meeting Minutes.

**2.10 TASK 2 – DEVELOP INITIAL SYSTEM REQUIREMENTS**

For purposes of this Task 2, the Updated Initial System Requirements, defined as the requirements and matrices developed after reviewing the Initial System Requirements study document, once completed, may be added to the resultant Contract as a corresponding Attachment to Exhibit A (Statement of Work).

**2.11 SUBTASK 2.1 – REVIEW INITIAL SYSTEM REQUIREMENTS**

Contractor shall review line by line the previously developed requirements study documentation developed in 2007 (“Initial System Requirements”), as set forth in Exhibit 4 (Initial System Requirements) to this Appendix B.

Contractor shall revise such Initial System Requirements and update the corresponding Attachment to Exhibit A (Statement of Work) under the resultant Contract, based on Contractor’s experience and knowledge of current CAD-RMS system technology and workflow. Contractor shall utilize as part of this process the results of the Sheriff’s 2012 RFI Number 499-SH for Computer Aided Dispatch (CAD2020).

Contractor shall document the gaps between the previously developed Initial System Requirements and the updates made by Contractor based on the Contractor’s experience and knowledge utilizing a gap analysis matrix to clarify or highlight the relationship between two factors: the previously developed requirements document and the revised requirements.

**2.12 SUBTASK 2.2 – REVIEW EXISTING SYSTEMS AND UPDATE INITIAL SYSTEM REQUIREMENTS**

Contractor shall review the functionality of the Existing Systems, including County’s current CAD system and its current RMS (“LARCIS”). The review shall include, at a minimum:

- Existing Systems Reference Material.
- Organization Structures.
- Process Models.
- Function Descriptions.
- Data Models.

- Current Interfaces to other Systems.
- Current Capacity.
- Current Security.
- Current Operational Requirements.
- Current Disaster Recovery.

Contractor shall provide updates to the Initial System Requirements and document such updates in the requisite Attachment to Exhibit A (Statement of Work) under the resultant Contract for Updated Initial System Requirements. Contractor shall document the gaps between the Initial System Requirements and the Updated Initial System Requirements.

### **2.13 DELIVERABLE 2 – INITIAL SYSTEM REQUIREMENTS**

Contractor shall provide documentation of Initial System Requirements and Updated Initial System Requirements in accordance with Subtask 2.1 – Review Initial System Requirements and Subtask 2.2 – Review Existing Systems and Update Initial System Requirements respectively. The Updated Initial County Requirements documentation shall contain all sections and subsections that are in the previously developed requirements study and any additional information that is required to complete, at a minimum, the following areas:

- Business Requirements – presents many views of the system, from different perspectives, and at different levels of detail.
- Business Process / Business Requirements to corresponding data elements matrix – shows the interactions between the business process and the data required for those processes.
- System Context Diagram – shows how the new system fits into the larger picture of the performing organization’s application portfolio.
- Business Flow Diagram – shows how business units will interact with the new CAD-RMS Solution from the business process and data flow perspectives.
- Interface into External Systems Requirements.
- Operational Requirements and Specifications – includes system performance, data archival, audit and controls, system administration, software quality assurance and business continuity. The narrative should specify how these operational requirements may affect the organization and its current business processes.
- Migration Specifications – data conversion, system testing, documentation, training and deployment. The narrative should describe how historical data will be cleansed, converted and imported into the new system, how expectations must be set for the deployment of and support of user and technical documentation and training, and what approach may be employed to physically deploy and transition the system into the organization.
- Technical Architecture – includes the physical hardware, network configuration, and software tools that support the new CAD-RMS Solution.
- Technical Requirements that conform to the sections in the previously developed requirements study.
- User Interface Requirements including a System Interface Diagram - presents a view of the system from a perspective of user interface, depicting menu structures and navigation paths of online system components, and organization and distribution of reports and other batch interfaces.

- Data / Information Requirements to include all required data elements.
- Security Requirements.
- Training Requirements.
- Maintenance / Support Requirements.

Contractor shall also document gaps between the Initial System Requirements and the Updated Initial System Requirements provided by the Contractor based on:

- Contractor’s internal review under Subtask 2.1 – Review Initial System Requirements and;
- Contractor’s review of Existing Systems under Subtask 2.2 – Review Existing Systems and Update Initial System Requirements.

**2.14 TASK 3 – REVIEW INITIAL SYSTEM REQUIREMENTS WITH SUBJECT MATTER EXPERTS AND REVISE**

**2.15 SUBTASK 3.1 – SET UP MODEL FOR JOINT APPLICATION REQUIREMENTS SESSIONS**

The Joint Application Requirements (JAR) Sessions is a process that brings the Project Team, Users and Stakeholders together to clarify, define and gain consensus on business and technical requirements. JAR Sessions are formal meetings involving a detailed agenda, visual aids and a facilitator who moderates the session and a scribe who records the specifications. By utilizing JAR Sessions, users become directly involved in the requirements.

1. County will identify Subject Matter Experts (“SME(s)”) for the following areas, which will be documented in the corresponding Attachment to Exhibit A (Statement of Work) under the resultant Contract as Joint Application Requirements Sessions:
  - Group 1a CAD Field Users (Patrol Units, Patrol Dispatchers, and Detectives);
  - Group 1b CAD Sheriff Communication Center Users;
  - Group 1c CAD Report / Statistical Analysis Users;
  - Group 1d CAD Transportation Users;
  - Group 2a RMS – Field Operation Staff;
  - Group 2b RMS – Analysis Staff;
  - Group 3 Field Based Reporting System (FBRS) Users;
  - Group 4 Technology infrastructure, environment, and security.
2. Initial System Requirements documentation, updated under Deliverable 2 – Initial System Requirements, shall be distributed to the SME(s) by County’s Project Manager two (2) weeks prior to the first JAR Session.
3. Contractor shall provide the JAR Session leader and a scribe for documentation.
4. Contractor shall develop for County’s Project Manager’s approval documentation and format for JAR Sessions based on the following:
  - County will provide SME for each JAR Session. The number of SME will be dependent on the topic discussed and will be agreed upon between Contractor and County.
  - Each JAR Session shall last no more than 4 hours.
  - Contractor shall review line by line the Initial County Requirements Document that is relevant to SME’s business or technical function.
  - Contractor shall document the results of each JAR Session by:

- Identifying the participants in each JAR Session.
  - The lines in the Initial System Requirements document being covered.
  - Making updates to the Initial System Requirements document based on the feedback given during the JAR Session.
5. Contractor shall provide the updated documentation within two (2) business days to the County for distribution to the SME(s) for review and validation of contents. The SME(s) will be given ten (10) business days to review, make comments and return to County's Project Manager. Contractor will incorporate the comments by updating the Initial System Requirements document.
  6. The second and subsequent JAR Sessions shall begin with a review of the updated documentation based on the previous JAR Session.

**2.16 SUBTASK 3.2 – CONDUCT JOINT APPLICATION REQUIREMENTS SESSIONS**

1. Contractor shall conduct up to two (2) first pass JAR Sessions for Group 1a.
2. Contractor shall conduct up to two (2) first pass JAR Sessions for Group 1b.
3. Contractor shall conduct up to two (2) first pass JAR Sessions for Group 1c.
4. Contractor shall conduct up to two (2) first pass JAR Sessions for Group 1d.
5. Contractor shall conduct up to two (2) first pass JAR Sessions for Group 2a.
6. Contractor shall conduct up to two (2) first pass JAR Sessions for Group 2b.
7. Contractor shall conduct up to two (2) first pass JAR Sessions for Group 3.
8. Contractor shall conduct up to two (2) first pass JAR Sessions for Group 4.
9. Contractor shall conduct up to two (2) second pass JAR Sessions for each of the Groups (1a, 1b, 1c, 1d, 2a, 2b, 3, and 4) to review updated Initial County Requirements.

**2.17 SUBTASK 3.3 – DEVELOP PRELIMINARY SYSTEM REQUIREMENTS**

For purposes of this Task 3, the Preliminary System Requirements is the requirements and matrices developed after conducting the first and second pass JAR Sessions with Subject Matter Experts.

Contractor shall, based on the JAR sessions conducted under Subtask 3.2 – Conduct Joint Application Requirements Sessions, develop the Preliminary System Requirements documentation.

**2.18 DELIVERABLE 3 – PRELIMINARY SYSTEM REQUIREMENTS**

Contractor shall provide Preliminary System Requirements documentation based on the previously developed Initial System Requirements and Subtask 3.1 – Set Up Model for Joint Application Requirements Sessions, Subtask 3.2 – Conduct Joint Application Requirements Sessions and Subtask 3.3 – Develop Preliminary System Requirements.

**2.19 TASK 4 – REQUEST FOR INFORMATION AND FINAL SYSTEM REQUIREMENTS**

**2.20 SUBTASK 4.1 - OBTAIN CAD-RMS SOLUTION INFORMATION VIA RFI**

**2.21 SUBTASK 4.1.1 – DEVELOP RFI**

Contractor shall develop a Request for Information (“RFI”) to gain more information on current products available in the CAD-RMS system vendor community based on the County provided



form. Contractor will have access to the previously issued Sheriff's 2012 RFI Number 499-SH for Computer Aided Dispatch (CAD2020) as a starting point. The RFI shall include, at a minimum:

- The Introduction and Background.
- High-level requirements that are mandatory for the County that includes scenarios.
- Response expectations.

Contractor shall revise the RFI based on the review by the project team, Department's Project Management Office ("PMO") and Department's Contracts Unit.

#### **2.22 SUBTASK 4.1.2 – REVIEW RFI RESPONSES**

RFI will be issued by the County and will remain open to vendors for three (3) weeks. Contractor shall provide to the County the answers to any questions that the vendors may have about the RFI for review and distribution.

Contractor shall review vendor responses to the RFI and shall:

- Document comments, issues, and concerns about each response.
- Develop a comparison matrix based on the requirements that were included in the RFI.
- Outline the main focus areas specified in the RFI for the project team and SME(s) to review and discuss before the vendor demonstrations.

Contractor shall review responses to RFI with Project Team and SME(s).

#### **2.23 SUBTASK 4.1.3 – PREPARE RFI VENDOR DEMONSTRATIONS**

Contractor shall compile scenarios and questions for the vendor demonstration phase of the RFI process based on the Preliminary System Requirements document and input from Project Team and SME(s). The scenarios will cover all aspects of each responding vendor's applications based on the vendor's written response to the RFI. The County anticipates that there will be multiple scenarios for each business area including CAD and RMS that cover the specified functional requirements. There shall be a complete set of scenarios and questions for each vendor that will make a vendor demonstration.

Contractor shall review the vendor scenarios and questions with the County team and make revisions as necessary.

Contractor shall attend all vendor demonstrations which will be attended by the County SME(s). The number of demonstrations will be based on the number of vendor responses to the RFI. It is anticipated that there will be 10 to 15 demonstrations. The vendor demonstration will be scheduled for block of four (4) hours and will be at a County site. County will attempt to schedule one (1) demonstration per day and, depending on availability, up to four (4) demonstrations per week.

Immediately after each vendor demonstration, Contractor shall meet with the County attendees to review the demonstration.

Contractor shall document the vendor demonstration including:

- Content presented
- Questions
- Issues

- Comments

Contractor shall provide documentation for each vendor demonstration within three (3) business days to County's Project Manager for distribution to Project Team.

Contractor shall update the comparison matrix developed in Subtask 4.1.2 – Review RFI Responses based on the additional information gathered through the vendor demonstrations.

#### **2.24 DELIVERABLE 4.1 – CAD-RMS SOLUTION INFORMATION**

Contractor shall conduct the RFI, compile CAD-RMS Solution information based on the outcome of the RFI conducted pursuant to Subtask 4.1 - Obtain CAD-RMS Solution Information Via RFI.

#### **2.25 SUBTASK 4.2 – FINALIZE SYSTEM REQUIREMENTS**

##### **2.26 SUBTASK 4.2.1 – REVISE PRELIMINARY SYSTEM REQUIREMENTS**

Contractor shall, based on the results of the RFI or otherwise, revise the Preliminary System Requirements developed pursuant to Deliverable 3 – Preliminary System Requirements as provided below.

1. Contractor shall develop a preliminary Gap Analysis Matrix for each vendor that responded to the RFI indicating the gaps between the vendor's product and County's revised Preliminary System Requirements document.
2. Contractor shall conduct up two (2) final JAR Sessions for each of the Groups (1a, 1b, 1c, 1d, 2a, 2b, 3, and 4) to review updated Preliminary System Requirements document and the Gap Analysis Matrix.

##### **2.27 SUBTASK 4.2.2 – DEVELOP FINAL SYSTEM REQUIREMENTS**

For purposes of this Task 4, the Final System Requirements are defined as the System Requirements developed and ready for inclusion in the CAD-RMS Solution RFP.

Contractor shall develop the Final Requirements Documentation. Contractor shall revise Final Requirements Documentation based on review by Project Team, Department's PMO, the County CIO and Department's Contracts Unit.

##### **2.28 DELIVERABLE 4.2 – FINAL SYSTEM REQUIREMENTS**

Contractor shall develop a Gap Analysis Matrix and provide Final System Requirements pursuant to Subtask 4.2 – Finalize System Requirements.

#### **2.29 TASK 5 – DEVELOP CAD-RMS SOLUTION RFP**

The CAD-RMS Solution RFP shall be for a complete Commercial off the Shelf ("COTS") solution for CAD-RMS meeting the System Requirements as specified in the Final System Requirements documentation provided under Subtask 4.2 – Finalize System Requirements.

##### **2.30 SUBTASK 5.1 – REVIEW AND VERIFY CAD-RMS SOLUTION RFP SCOPE**

Contractor shall meet with County Team to confirm the scope of the CAD-RMS Solution RFP with respect to the following:

- CAD-RMS Solution RFP language and format;
- Statement of Work ("SOW");

- Proposal Submission Requirements;
- Proposer's Approach to Provide Required Tasks and Deliverables;
- Evaluation criteria for inclusion as part of the CAD-RMS Solution RFP;
- Development of Scoring Matrix that will be used by Proposal Evaluation Committee;
- Business and Technical Requirements Matrices.

**2.31 SUBTASK 5.2 – DEVELOP DRAFT CAD-RMS SOLUTION RFP COMPONENTS**

Contractor shall develop the SOW based on input from the Project Team following the format required by County. Contractor shall develop the Proposer's Submission Requirements. Contractor shall develop the CAD-RMS Solution RFP evaluation criteria and matrix that will be utilized by the Proposal Evaluation committee.

**2.32 SUBTASK 5.3 – REVIEW AND REVISE DRAFT CAD-RMS SOLUTION RFP COMPONENTS**

Contractor shall submit the components of the draft CAD-RMS Solution RFP to County's Project Manager for distribution and review.

Contractor shall revise each CAD-RMS Solution RFP component submitted pursuant to Subtask 5.2 – Develop Draft CAD-RMS Solution RFP Components based on input from the County Team, the Department's PMO, Department's Contracts Unit and the County CIO.

Contractor shall submit revised draft CAD-RMS Solution RFP components to County Team for review and formatting into a draft CAD-RMS Solution RFP.

Contractor shall make any final revisions to the draft CAD-RMS Solution RFP components based on input from the County Team, the Department's PMO, Department's Contracts Unit, the County CIO and County Counsel. The review cycle within the County is usually several weeks.

**2.33 DELIVERABLE 5 – FINALIZED CAD-RMS SOLUTION RFP COMPONENTS**

Contractor shall finalize the CAD-RMS Solution RFP components for inclusion in the final draft of the RMS Solution RFP ready for Release by the County in accordance with Subtask 5.1 – Review and Verify CAD-RMS Solution RFP Scope, Subtask 5.2 – Develop Draft CAD-RMS Solution RFP and Subtask 5.3 – Review and Revise Draft CAD-RMS Solution RFP.

**2.34 TASK 6 – CAD-RMS SOLUTION RFP**

**2.35 SUBTASK 6.1 – ASSIST WITH CAD-RMS SOLUTION RFP ADMINISTRATION**

Contractor shall answer the written questions submitted by proposers related to the sections of the CAD-RMS Solution RFP the Contractor developed. As a result, Contractor shall make any necessary revisions and/or contribute to any addenda to the CAD-RMS Solution RFP related to the sections of the CAD-RMS Solution RFP Contractor developed by Contractor.

**2.36 SUBTASK 6.2 – ASSIST WITH CAD-RMS SOLUTION RFP EVALUATION AND SELECTION PROCESS**

Contractor shall be a consulting member of the Proposal Evaluation Committee and attend all sessions and meetings. During these meetings, the Scoring Matrix will be used to assess, evaluate and score all of the qualifying proposals.

Contractor shall be required to develop the question and scenarios for the demonstrations for the top three (3) proposers, as directed by the County. The County anticipates that there will be multiple scenarios for each business area including CAD and RMS that cover the specified

requirements. Contractor shall attend and document results of the demonstrations by the top three (3) proposers. It is anticipated that each demonstrations will take two (2) days.

After each demonstration, Contractor shall meet with the Proposal Evaluation Committee to review the demonstrations and update the evaluation matrix. Contractor shall write the summary write up for each proposal at the conclusion of the meeting and send both the summary and updated evaluation matrix to the Proposal Evaluation Committee within three (3) business days. Contractor shall meet with the Proposal Evaluation Committee to review and finalize the evaluation scores.

#### **2.37 DELIVERABLE 6 – PROPOSER EVALUATION AND VENDOR SELECTION**

Contractor shall participate in the Proposer Evaluation and Selection Recommendation as provided in Subtask 6.1 – Assist with CAD-RMS Solution RFP Administration and Subtask 6.2 – Assist with CAD-RMS Solution RFP Evaluation and Selection Process.

#### **2.38 TASK 7 – ASSIST WITH CAD-RMS SOLUTION AGREEMENT NEGOTIATIONS AND FINALIZATION**

Contractor shall be a consulting member of the CAD-RMS Solution Agreement Negotiations Team and attend all sessions and meetings. Contractor shall make any resulting revisions and/or modifications to the CAD-RMS Solution Agreement draft related to the sections of the CAD-RMS Solution RFP developed by Contractor.

Contractor shall review the final CAD-RMS Solution Agreement draft for any issues and inconsistencies as related to the content developed by the Contractor. Contractor shall review the final CAD-RMS Solution implementation plan.

#### **2.39 DELIVERABLE 7 – FINALIZED CAD-RMS SOLUTION AGREEMENT**

Contractor shall work with County to finalize the CAD-RMS Solution Agreement for approval by County’s Board of Supervisors pursuant to Task 7 – Assist with CAD-RMS Solution Agreement Negotiations and Finalization.

#### **2.40 TASK 8 – PROVIDE OPTIONAL SERVICES**

County may require during the term of the resultant Contract additional services (“Optional Services”) including, but not limited to, additional research, assistance with implementation of the CAD-RMS Solution and assistance with monitoring the CAD-RMS Solution

Consequently, County may, during the term of the Contract, submit to Contractor written requests for Optional Services using Pool Dollars not already included in Contractor’s Fixed Price Amount for the Services under the Statement of Work.

In response to such request, Contractor shall submit to the County for approval a proposed Change Order for such Optional Services and a not-to exceed Maximum Fixed Price calculated using the Fixed Hourly Rate, if applicable.

County and Contractor shall agree on the Change Order for the tasks and deliverables to be performed, the schedule of completion and the Maximum Fixed Priced, if applicable, for such Optional Services.

#### **2.41 DELIVERABLE 8 – OPTIONAL SERVICES**

Upon an executed Change Order, including the Maximum Fixed Price, Contractor shall provide to County Optional Services, as described in the executed Change Order, using Pool Dollars in

accordance with Task 8 – Provide Optional Services. Both the topic and the scope of any Optional Services shall be identified and approved by County’s Project Manager.

**APPENDIX B**

**EXHIBIT 1**

**COUNTY FACILITIES**

**NOTICE TO RFP PROPOSERS**

THIS DOCUMENT DOES NOT STAND ALONE AND MUST BE READ AND REVIEWED IN CONNECTION WITH ALL OTHER PARTS OF THE RFP

THIS EXHIBIT 1 TO APPENDIX B MAY BE UPDATED TO REFLECT THE SELECTED PROPOSAL PRIOR TO THE NEGOTIATION OF THE RESULTANT CONTRACT

## 1 ATTACHMENT 1 TO APPENDIX B

The Los Angeles County Sheriff's Department is the largest Sheriff's Department in the world. These are some of the units and divisions that make up the Sheriff's Department. For more information please visit the Department's website at: <http://sheriff.lacounty.gov/wps/portal/lasd>, and the updated organization chart at: [http://file.lacounty.gov/lasd/cms1\\_193163.pdf](http://file.lacounty.gov/lasd/cms1_193163.pdf).

### 1.1 Internal Investigation Division (IID)

The newly created Internal Investigation Division consists of Internal Affairs Bureau (IAB), Internal Criminal Investigation Bureau (ICIB), and the Advocacy Unit.

### 1.2 Chief of Staff - Sheriff's Headquarters Bureau (SHB)

Sheriff's Headquarters Bureau leads the Media and Marketing efforts of the Department and coordinates the 24-hour dissemination of news and information to the general public, news media, and members of the Department, as well as executive notifications. SHB is responsible for content on the Department Web site, [www.lasd.org](http://www.lasd.org), special events and International Liaison.

### 1.3 Custody Operations

Custody Operations is tasked with providing security and support services to the Superior Court in the County of Los Angeles. This mission includes staffing bailiffs, operating courthouse lock-ups, and serving and enforcing civil and criminal process. The Division provides these services for 48 courthouse locations throughout Los Angeles County. Custody Operations is the second largest Division in the Department consisting of over 1,100 sworn members and over 500 civilians. The Custody Operations is comprised of the following:

- Men's Central Jail (MCJ)
- Century Regional Detention Center (CRDF)
- East Facility Pitchess Detention Center
- North County Correctional Facility
- North Facility Pitchess Detention Center
- South Facility Pitchess Detention Center
- Twin Towers Correctional Facility/LA County Medical Center
- Administration
- Education Based Incarceration Bureau
- Food Services
- Inmate Services Bureau
- Inmate Reception Center and Medical Services Bureau

### 1.4 Patrol Operations

The Patrol Operations are responsible for the performance of the basic police tasks of protecting life and property, preserving the peace, preventing and suppressing crime and the apprehension of violators of the law. Regional operations are carried out in the unincorporated areas of the County and within the geographical boundaries of those incorporated cities which contract with the County for law enforcement services. On request, the regions may provide law enforcement assistance to other incorporated cities in the County. Each Station is responsible for the performance of the basic police tasks within its jurisdictional area. Stations which serve contract cities are also responsible for providing the necessary administrative, supervisory and clerical



services required. Stations perform four basic service functions. These are patrol, traffic, investigation and jail management. The responsibilities in each of these areas are outlined in the following subsections, all of which are supported by internal operations.

#### 1.4.1 North Patrol Division

- Lancaster Station (LAN)
- Malibu/Lost Hills Station (LHS)
- Palmdale Station (PLM)
- Santa Clarita Valley Station (SCT)
- West Hollywood Station (WHD)

#### 1.4.2 Central Patrol Division

- Avalon Station (AVA)
- Century Station (CEN)
- Compton Station (CPT)
- East Los Angeles Station (ELA)
- Marina Del Rey Station (MDR)
- South Los Angeles Station (SLA)

#### 1.4.3 South Patrol Division

- Carson Station (CAS)
- Cerritos Station (CER)
- Lakewood Station (LKD)
- Lomita Station (LMT)
- Norwalk Station (NWK)
- Pico Rivera Station (PRV)

#### 1.4.4 East Patrol Division

- Altadena Station (ALD)
- Crescenta Valley Station (CVS)
- Industry Station (IDT)
- San Dimas Station (SMD)
- Temple Station (TEM)
- Walnut Station (WAL)

#### 1.4.5 Detective Division

- Commercial Crimes Bureau (CCB)
- Homicide Bureau
- Major Crimes Bureau
- Narcotics Bureau
- Operation Safe Streets Bureau (OSS)
- Special Victims Bureau
- Task Force - Regional Auto Theft Prevention Bureau

Countywide Services provides support to all Units within the Department and mutual aid assistance to outside agencies via its various Bureaus and Details. The Countywide Services is comprised of the following:

## 1.5 Countywide Services

- Community College Bureau
- Community Law Enforcement Partnership Program
- COPS Bureau
- County Services Bureau
- Parking Enforcement Detail
- Parks Bureau
- Reserve Forces Bureau

### 1.5.1 Court Services Division

- Civil Management Bureau
- Court Services Central
- Court Services East
- Court Services West
- Transportation Bureau

### 1.5.2 Homeland Security

- Aero Bureau
- Emergency Operations Bureau (EOB)
- Metrolink Bureau
- Special Enforcement Bureau (SEB)
- Transit Services Bureau (North & South) (TSB)

## 1.6 Administrative and Professional Standards

The Administrative and Professional Standards is comprised of two Divisions, the Administrative Services and Training Division, and the Technical Services Division. The Administrative and Professional Standards is responsible for providing administrative staff services to the Department Executives, Bureaus, Units, and Professional staff. The two Divisions are comprised of the following:

### 1.6.1 Administrative Services & Training Division

- Contract Law Bureau
- Facilities Planning Bureau
- Facility Services Bureau
- Financial Programs
- Fiscal Administration
- Personnel Administration
- BOLRAC
- Employee Support Services (ESS)
- Risk Management

- STAR Unit
- Training Bureau

1.6.2 Technical Services Division (TSD)

- Crime Analysis Program
- Communications & Fleet Management Bureau (CFMB)
- Data Systems Bureau (DSB)
- Records & Identification Bureau (RIB)
- Scientific Services Bureau (SSB)

**APPENDIX B**

**EXHIBIT 2**

**EXISTING SYSTEMS  
TECHNICAL SPECIFICATIONS**

**NOTICE TO RFP PROPOSERS**

THIS DOCUMENT DOES NOT STAND ALONE AND MUST BE READ AND REVIEWED IN CONNECTION WITH ALL OTHER PARTS OF THE RFP

THIS EXHIBIT 2 TO APPENDIX B MAY BE UPDATED TO REFLECT THE SELECTED PROPOSAL PRIOR TO THE NEGOTIATION OF THE RESULTANT CONTRACT

## 1. CURRENT CAD TECHNICAL SPECIFICATIONS

The Los Angeles County Sheriff's Departments current Computer Aided Dispatch (CAD) system is running on the following platforms:

### 1.1 Sheriff's Communication Center

Tandem K20000 Servers  
8 CPU's  
256MB of Memory across all 8 CPU's for a total of 2GB  
Disk volumes are 4GB

### 1.2 Sheriff Stations

Tandem K2000 Servers  
Dual CPU's  
128MB of Memory  
Multiple sizes of hard drives both 4GB and 2GB along with a few 640MB hard drives

### 1.3 Operating System

Both the K20000 and K2000 servers are running the Guardian Operating System

### 1.4 External Links

For more information on the hardware you can visit the following site:  
[http://en.wikipedia.org/wiki/Tandem\\_Computers](http://en.wikipedia.org/wiki/Tandem_Computers)

For more information on the software you can visit the following site:  
<http://www.hpl.hp.com/techreports/tandem/TR-90.8.pdf>

## 2 CURRENT RMS TECHNICAL SPECIFICATIONS

Tier 1: Database Tier

Server 1: Oracle 9i RDBMS (9.2.0.8.0)

HP-UX Operating System version B.11.31 U ia64

HP Superdome platform (HP Integrity series)

Tier 2: Middle Tier (user sessions load balanced over the following 5 servers)

Oracle web server 1: OS-Windows 2003 Server 32-bit running

Oracle web Application Server 10g

Oracle web server 2: OS-Windows 2003 Server 32-bit running

Oracle web Application Server 10g

Oracle web server 3: OS-Windows 2003 Server 64-bit running

Oracle web Application Server 10g

Oracle web server 4: OS-Windows 2003 Server 64-bit running

Oracle web Application Server 10g

Oracle web server 5: HP-UX Server 64-bit version B.11.23 U ia64 running

Oracle web Application Server 10g

## **2.1 Tier 3: Client Tier**

Client version: Windows Professional and Windows 7

Web browser Java Plug-in 1.6.0\_35

Web browser: Internet Explorer 9

**APPENDIX B**

**EXHIBIT 3**

**DELIVERABLE ACCEPTANCE**



## **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’s Project Director or Contractor’s Project Manager** shall act on behalf of the Contractor unless otherwise stated herein; and the **County’s 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: LASD CAD-RMS Deliverable [name of deliverable] version [version number].pdf. The header or footer of each page of the document shall contain the phrase “LASD CAD-RMS 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 open able, 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 send via email attachment, Contractor shall place the file on the project's document management system 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 LASD CAD-RMS 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 an Acceptance Certificate (to be developed) in accordance with Paragraph 33 (Approval of Work) of the Contract. County's Project Manager and County's 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:

**EXHIBIT 3 – DELIVERABLE ACCEPTANCE**

DELIVERABLE	DELIVERABLE DETAIL	TIMEFRAME FOR COUNTY'S DELIVERABLE RESPONSE
Deliverable 1.1	Project Control Document (PCD)	
Deliverable 1.2	Ongoing Monthly Project Management	
Deliverable 2	Initial System Requirements	
Deliverable 3	Preliminary System Requirements	
Deliverable 4.1	CAD-RMS Solution Information	
Deliverable 4.2	Final System Requirements	
Deliverable 5	Finalized CAD-RMS Solution RFP Components	
Deliverable 6	Proposer Evaluation and Vendor Selection	
Deliverable 7	Finalized CAD-RMS Solution Agreement	

**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, County's Project Manager and County's 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.

**APPENDIX C**

**PROPOSAL FORMS**

**FOR**

**CAD-RMS CONSULTING SERVICES  
RFP NO. 510-SH**

**APPENDIX C**  
**PROPOSAL FORMS**

**EXHIBITS**

- EXHIBIT 1**      CERTIFICATION OF QUALIFICATIONS
- EXHIBIT 2**      CERTIFICATION OF ACCEPTANCE OF REQUIRED CONTRACT TERMS AND  
CONDITIONS
- EXHIBIT 3**      STATEMENT OF WORK CERTIFICATION
- EXHIBIT 4**      COST PROPOSAL

**EXHIBIT 1**  
**CERTIFICATION OF QUALIFICATIONS**

Please complete, date and sign this form. The person signing the form must be authorized to certify on behalf of the Proposer. I certify on behalf of the Proposer that (check box and sign below):

- The Proposer and each of the Consultants proposed by the Proposer to perform Services under the resultant Contract, shall, at a minimum, meet all requirements and qualifications specified in this RFP, including but not limited to the Minimum Requirements set forth in *Section 1.4 (Minimum Requirements) of the body of the RFP.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title



**EXHIBIT 2**  
**CERTIFICATION OF ACCEPTANCE OF  
REQUIRED CONTRACT TERMS AND CONDITIONS**

Please complete, date and sign this form. The person signing the form must be authorized to certify on behalf of the Proposer. I certify on behalf of the Proposer that (check box and sign below):

- The Proposer (i) accepts all terms and conditions specified in Appendix A (Required Contract) to the RFP, as such may be modified by County following the release of the RFP prior to the commencement of Contract negotiations or execution of the resultant Contract, and (ii) shall not raise any exceptions or objections to the Required Contract, as such may be modified by County, if County elects to negotiate with the Proposer and award the Proposer the resultant Contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**EXHIBIT 3**

**STATEMENT OF WORK CERTIFICATION**

Please complete, date and sign this form. The person signing the form must be authorized to certify on behalf of the Proposer. I certify on behalf of the Proposer that (check box and sign below):

- The Proposer (i) agrees to provide all tasks, subtasks, deliverables, goods, services and other work as specified in Appendix B (Statement of Work) to the RFP, as such may be modified by County following the release of the RFP prior to the commencement of Contract negotiations or execution of the resultant Contract, and (ii) shall not raise any exceptions or objections to such Statement of Work, as such may be modified by County, if County elects to negotiate with the Proposer and award the Proposer the resultant Contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**EXHIBIT 4**  
**COST PROPOSAL**

**1. STATEMENT OF WORK**

Provide the Fixed Price Amount for performing all Required Services specified in Appendix B (Statement of Work) to the RFP, including Tasks 1 through 7 (enter amount and sign below).

**FIXED PRICE AMOUNT \$ \_\_\_\_\_ (MAXIMUM PRICE)**

The Fixed Price Amount shall not increase during the term of the resultant Contract.

Proposer must also fill in Deliverable Amounts in the table below for the Deliverables described in the Statement of Work (Appendix B), with the exception of those Deliverable Amounts that are marked as \$0.00 cost. The status of the Deliverables on this list will also be updated and included in the monthly status reports.

<b>DELIVERABLE NUMBER</b>	<b>DELIVERABLE DESCRIPTION</b>	<b>DELIVERABLE AMOUNT</b>
1.1	Project Control Document	
1.2	Ongoing Monthly Project Management	\$0.00
2	Initial System Requirements	
3	Preliminary System Requirements	
4.1	CAD-RMS Solution Information	\$0.00
4.2	Final System Requirements	
5	Finalized CAD-RMS Solution RFP Components	
6	Proposer Evaluation and Vendor Selection	
7	Finalized CAD-RMS Solution Agreement	
<b>TOTAL FIXED PRICE AMOUNT</b>		

**2. OPTIONAL SERVICES**

Provide the Fixed Hourly Rate for performing any Optional Services County may request during the term of the resultant Contract (enter rate and sign below).

**FIXED HOURLY RATE \$ \_\_\_\_\_ (HOURLY RATE)**

The Fixed Hourly Rate shall not increase during the term of the resultant Contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**APPENDIX D**

**REQUIRED FORMS**

**FOR**

**CAD-RMS CONSULTING SERVICES  
RFP NO. 510-SH**

**APPENDIX D**  
**REQUIRED FORMS**

**EXHIBITS**

1. PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT
2. PROSPECTIVE CONTRACTOR REFERENCES
3. PROSPECTIVE CONTRACTOR LIST OF CONTRACTS
4. PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS
5. CERTIFICATION OF NO CONFLICT OF INTEREST
6. FAMILIARITY WITH COUNTY LOBBYIST ORDINANCE CERTIFICATION
7. REQUEST FOR LOCAL SBE PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
8. PROPOSER'S EEO CERTIFICATION
9. ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS
10. CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM – CERTIFICATION FORM AND APPLICATION FOR EXCEPTION
11. CERTIFICATION OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM
12. CHARITABLE CONTRIBUTIONS CERTIFICATION (IF APPLICABLE)
13. TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION (IF APPLICABLE)
14. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION AND ACKNOWLEDGMENT OF RFP RESTRICTIONS
15. REQUEST FOR DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM CONSIDERATION (IF APPLICABLE)

**REQUIRED FORMS - EXHIBIT 1**

**PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT**

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 a Contract.

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 limited 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 DBAs, please list all DBAs and County(ies) 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 Section 1.4 (Minimum Requirements) of the RFP, as listed below.

Check the appropriate boxes:

- Yes**  **No** Proposer must have a minimum of three (3) years within the last seven (7) years of documented experience in writing business and technical requirements and developing requests for proposals for CAD-RMS solutions for public safety agencies; **or**

Proposer must have a minimum of three (3) years within the last seven (7) years of documented experience working with public safety agencies with no less than 2,000 personnel in writing business and technical requirements for CAD-RMS solutions.

- Yes**  **No** Proposer must have experience, proven through a previous implementation, using one or more of the following technologies as it relates to the justice community: (Note: Select all that apply)

- National Information Exchange Model (“NIEM”), specifically with the Global Justice XML Data Model (GJXDM)
- Law Enforcement National Data Exchange (N-DEx)
- Unified CAD (UCAD)
- National Crime Information Center (NCIC)
- Next generation 911 capabilities, standardized data exchange using Automated Secure Alarm Protocol (ASAP) and Public Safety Answering Point (PSAP)
- Electronic field based reporting as it pertains to portable computers such as laptops and tablets and mobile devices such as: PDAs; smart phones; etc.

- Yes**  **No** Proposer must have conducted, at a minimum, two (2) complete requirements and/or gap analysis studies for business and technical requirements study; One (1) of the requirements and/or gap analysis studies must have been for a large scale (500 or more concurrent users) system.

- Yes**  **No** Proposer must have project management experience with a minimum of three (3) years within the last seven (7) years managing all phases of the project life cycle in implementing a commercial off the shelf (COTS) CAD solution.

- Yes**  **No** Proposer must have contract negotiation experience on behalf of a law enforcement agency or public safety agency with a minimum contract sum of five million dollars (\$5,000,000).



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 Director'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

## REQUIRED FORMS - EXHIBIT 2

### PROSPECTIVE CONTRACTOR REFERENCES

CONTRACTOR'S NAME: \_\_\_\_\_

List at least three (3) References where the same or similar scope of services were provided in order to meet the Minimum Requirements stated in the Request for Proposals.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>5. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

**REQUIRED FORMS - EXHIBIT 3**

**PROSPECTIVE CONTRACTOR LIST OF CONTRACTS**

**CONTRACTOR'S NAME:** \_\_\_\_\_

List all public entities for which the Contractor has provided service within the last five (5) years. Use additional sheets if necessary.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>5. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

**REQUIRED FORMS - EXHIBIT 4**

**PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS**

**CONTRACTOR'S NAME:** \_\_\_\_\_

List all contracts that have been terminated within the past three (3) years.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.		Reason for Termination:		
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.		Reason for Termination:		
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.		Reason for Termination:		
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.		Reason for Termination:		

**REQUIRED FORMS - EXHIBIT 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 proposals 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 Name

\_\_\_\_\_  
Proposer Official Title

\_\_\_\_\_  
Official's Signature

Cert. of No Conflict of Interest

**REQUIRED FORMS - EXHIBIT 6**

**FAMILIARITY WITH  
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 organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**REQUIRED FORMS – EXHIBIT 7**  
**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:** \_\_\_\_\_  
**COUNTY VENDOR NUMBER:** \_\_\_\_\_

- As a Local SBE, certified by the County of Los Angeles Office of Affirmative Action Compliance, I request this proposal/bid be considered for the Local SBE Preference.
- Attached is my Local SBE Certification letter issued by the County

**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.

<b>Business Structure:</b> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
<b>Total Number of Employees</b> (including owners): _____						
<b>Race/Ethnic Composition of Firm.</b> 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 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.

<b>CERTIFICATION</b>	<b>YES</b>	<b>NO</b>
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)



**REQUIRED FORMS - EXHIBIT 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: \_\_\_\_\_

Tel.#: \_\_\_\_\_ Fax #: \_\_\_\_\_

GAIN/GROW ATTESTATION - 10-14-03

# REQUIRED FORMS - EXHIBIT 10

## CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

This RFP is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. 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 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 resultant 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 11**

**CERTIFICATION OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX  
REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For CAD-RMS Consulting Services:		

The Proposer/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:

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*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 12**

**CHARITABLE CONTRIBUTIONS CERTIFICATION**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

\_\_\_\_\_  
California Registry of Charitable Trusts “CT” number (if applicable)

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

**Check the Certification below that is applicable to your company.**

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

**OR**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Signer (please print)

**REQUIRED FORMS - EXHIBIT 13**

**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:***

<b><i>SIGNATURE OF REVIEWER</i></b>	<b><i>APPROVED</i></b>	<b><i>DISAPPROVED</i></b>	<b><i>DATE</i></b>

**REQUIRED FORMS - EXHIBIT 14**

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION AND  
ACKNOWLEDGEMENT OF RPF 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

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**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".

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- 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.

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Name of Firm

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Print Name of Signer

Title

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Signature

Date

**REQUIRED FORMS – EXHIBIT 15**

**REQUEST FOR DVBE PREFERENCE PROGRAM  
CONSIDERATION**

**INSTRUCTIONS:** All proposers responding to this solicitation must complete and return this form for proper consideration of the proposal.

In evaluating proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed eight percent (8%) in response to any County solicitation.

Information about the State's Disabled Veteran 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 Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov/>

Information on the Veteran Affairs Disabled Business Enterprise certification regulations made be found in the Code of Federal Regulations, 38CFR 74 and is also available on the Veterans Affairs Website at: <http://www.vetbiz.gov/>

- I AM NOT** a Disabled Veteran Business Enterprise certified by the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs.
  
- I AM** certified as a Disabled Veteran Enterprise with the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

**DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.**

Name of Firm	County Webven No.
Print Name:	Title:
Signature:	Date:

<i>SIGNATURE OF REVIEWER</i>	<i>APPROVED</i>	<i>DISAPPROVED</i>	<i>DATE</i>

## TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document

Proposer Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Evaluation Criteria**
- 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, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

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Request submitted by:

\_\_\_\_\_

*(Name)*

\_\_\_\_\_

*(Title)*

**For County use only**

Date Transmittal Received by County: \_\_\_\_\_ Date Solicitation Released: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

Results of Review - Comments:

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Date Response sent to Proposer: \_\_\_\_\_



## **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.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**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

- 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

**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)

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

[http://lacounty.info/doing\\_business/DebarmentList.htm](http://lacounty.info/doing_business/DebarmentList.htm)

**IRS NOTICE 1015**

(Obtain latest version from IRS website)  
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury  
**Internal Revenue Service**

**Notice 1015**

(Rev. December 2011)

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**Have You Told Your Employees About the Earned Income Credit (EIC)?**


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**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 2011 are less than \$49,078 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, 2012.

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 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 Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

**How Do My Employees Claim the EIC?**

Eligible employees claim the EIC on their 2011 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 2011 and owes no tax but is eligible for a credit of \$829, he or she must file a 2011 tax return to get the \$829 refund.

**Can My Employees Get Advance EIC Payments?**

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their tax return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

# Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://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.babysafela.org](http://www.babysafela.org)



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los 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.



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**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.)

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**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;

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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.)

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**2.202.010 Findings and declarations.**

A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.

B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

**2.202.020 Definitions.**

For purposes of this chapter, the following definitions apply:

A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor, or vendor.

B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.

C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."

D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.

F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.

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G. Determination of “non-responsibility” means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is “non-responsible” for purposes of that particular contract.

H. “Bid or proposal” means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract. (Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

**2.202.030 Determination of contractor non-responsibility.**

A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.

B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor’s quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor’s acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.

D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors. (Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

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**2.202.040 Debarment of contractors.**

A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.

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

C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.

D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.

E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:

- (1) The actual or potential harm or impact that results or may result from the wrongdoing.
- (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
- (3) Whether there is a pattern or prior history of wrongdoing.
- (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
- (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
- (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
- (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.



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- (8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.
- (9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.
- (10) Whether the wrongdoing was pervasive within a contractor's organization.
- (11) The positions held by the individuals involved in the wrongdoing.
- (12) Whether a contractor's principals participated in, knew of, or tolerated the offense.
- (13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.
- (14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.
- (15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.
- (16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.
- (17) Other factors that are appropriate to the circumstances of a particular case.

F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.

G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material

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evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the county. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

**2.202.050 Pre-emption.**

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

**2.202.060 Severability.**

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)

## **BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION**

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There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

### **RESOURCES**

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 20).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://ag.ca.gov/> contains much information helpful to regulated charitable organizations.

#### **1. LAWS AFFECTING NONPROFITS**

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at <http://ag.gov/charities/statutes.php/>

## **2. SUPPORT FOR NONPROFIT ORGANIZATIONS**

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>., and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

**The above information, including the organizations listed, provided under this sub-section of this Appendix M is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.**