



Beroy D. Baca, Sheriff

County of Los Angeles
Sheriff's Department Headquarters

*4700 Ramona Boulevard
Monterey Park, California 91754-2169*



June 4, 2009

Notice to Potential Proposers

**BULLETIN NUMBER 1
REQUEST FOR PROPOSALS
COMMUNITY-BASED INFORMATION SYSTEM
REQUEST FOR PROPOSAL NUMBER 400SH**

INTRODUCTION

The Los Angeles County Sheriff's Department is issuing this Request for Proposal (RFP) to solicit Proposals from potential contractors for the provision, implementation, hosting, maintenance, and support of the Community-Based Information System (CBIS) solution. The CBIS solution shall be a web-based application that provides demographic, health, economic, resource, and other community data to assist the Department in the identification of anti-gang needs and the development of community-based strategies to address gang-related problems. The CBIS solution shall be based upon an interactive Geographical Information System (GIS) platform to provide the Department, as well as other law enforcement agencies in Los Angeles and Orange counties, access to community data.

The proposed Contractor shall provide existing web-based mapping application software, hosted and maintained on Contractor's website that will be extended and customized, as required, to create, compile, and maintain a database for use by the Department and other law enforcement agencies. Specific tasks include, but are not limited to, project planning, confirmation of requirements, configuration and implementation of the application, testing, training, documentation, and implementation support. As specified in the Statement of Work, Appendix B, the proposed Contractor shall also be responsible for application maintenance and support subsequent to implementation of the CBIS solution.

A Tradition of Service Since 1850

PROPOSER'S MINIMUM REQUIREMENTS

Interested and qualified proposers who can demonstrate their ability to successfully meet the requirements outlined in this RFP and Appendix B - Statement of Work, are invited to submit a proposal, provided they meet the following minimum requirements:

- Proposer must provide existing application software that functions on an interactive GIS mapping platform capable of displaying local data for Los Angeles and Orange counties. Software must be hosted and maintained on proposer's website.
- Proposer must have at least three (3) years experience in the implementation and maintenance of mapping application software solutions as identified in Appendix B, Statement of Work and Appendix C, Functional and Technical Requirements.
- Proposer must have successfully implemented a mapping system solution with web-based access for at least one (1) year to a public entity, either foreign or domestic.
- Proposer must provide at least two (2) references, one of which must be from a public entity, either foreign or domestic, describing an implementation similar to the system defined in this RFP. Proposer must submit written documents for each reference collectively validating the requested experience, as stated in 1.4.1, 1.4.2, and 1.4.3.
- Proposer must submit a proposal that does not exceed \$186,904 for total System implementation, inclusive of warranty support and one (1) year of maintenance and support, and any and all License fees under the Agreement.
- Proposer must comply with the RFP format and requirements set forth in the Proposal Submission Requirements, Section 2.0, of this RFP when submitting its proposal.

RFP TIMETABLE

The timetable for this RFP is as follows:

- Release of RFP.....June 4, 2009
- Request for a Solicitation Requirements Review Due.....June 18, 2009
- Written Questions Due.....June 18, 2009
- Questions and Responses Release.....June 25, 2009
- **Proposal Submittal Deadline.....by 3:00p.m. (Pacific Time)....July 8, 2009**

RFP RELEASE

The RFP will be released and will be accessible via the Sheriff's Department website at: http://www.lasd.org/lasd_contracts/info.html (underscore between "lasd" and "contracts"), and the County website at: <http://camisvr.co.la.ca.us/lacobids/BidLookUp/BidOpenStrat.asp>

If the Proposer wishes to access the RFP via the above Department's website, the proposer **MUST** inform the Department's Contracts Unit Analyst at memurr@lasd.org of Proposer's name, mailing address, email address, fax number and telephone number. This will ensure that the Proposer receives any further Bulletins related to this RFP.

RFP SUBMISSION INFORMATION

Proposer must submit one (1) original proposal and three (3) exact duplicate numbered copies enclosed in a sealed envelope, plainly marked on the upper left hand corner with the name and address of the Proposer and bear the words:

**REQUEST FOR PROPOSAL
COMMUNITY-BASED INFORMATION SYSTEM (CBIS)
RFP # 400SH**

The original proposal and copies must be mailed or delivered to the following:

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

It is the sole responsibility of the submitting Proposer to ensure that its proposal is received before the submission deadline. Submitting Proposers shall bear all risks associated with delays in delivery by any person or entity, including the United States Mail. Any proposal received after the scheduled closing time for receipt of proposals, 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.

CONTACT WITH COUNTY PERSONNEL

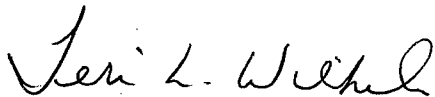
Any contact regarding this RFP or any matter relating hereto **MUST** be in writing and may be mailed, emailed, or faxed to:

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

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

Sincerely,

LEROY D. BACA. SHERIFF

A handwritten signature in cursive script, appearing to read "Teri L. Wilhelm".

Teri L. Wilhelm, Director
Fiscal Administration



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

REQUEST FOR PROPOSALS (RFP) FOR IMPLEMENTATION OF AN INTERACTIVE WEB-ACCESSIBLE COMMUNITY-BASED INFORMATION SYSTEM (CBIS)

RFP 400-SH-2009

May 2009

REQUEST FOR PROPOSALS
COMMUNITY-BASED INFORMATION SYSTEM
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1.0 GENERAL INFORMATION

1.1 Purpose

The Los Angeles County Sheriff's Department (Department), on behalf of its Field Operations Region II, Community Oriented Policing Services (COPS) Bureau, is issuing this Request for Proposal (RFP) to solicit Proposals from potential contractors for the provision, implementation, hosting, maintenance, and support of the Community-Based Information System (CBIS) solution. The CBIS solution shall be a web-based application that provides demographic, health, economic, resource, and other community data to assist the Department in the identification of anti-gang needs and the development of community-based strategies to address gang-related problems. The CBIS solution shall be based upon an interactive Geographical Information System (GIS) platform to provide the Department, as well as other law enforcement agencies in Los Angeles and Orange counties, access to community data.

The proposed Contractor shall provide existing web-based mapping application software, hosted and maintained on Contractor's website that will be extended and customized, as required, to create, compile, and maintain a database for use by the Department and other law enforcement agencies. Specific tasks include, but are not limited to, project planning, confirmation of requirements, configuration and implementation of the application, testing, training, documentation, and implementation support. As specified in the Statement of Work, Appendix B, the proposed Contractor shall also be responsible for application maintenance and support subsequent to implementation of the CBIS solution.

1.2 Overview of Solicitation Document

This RFP is composed of the following parts:

- **GENERAL INFORMATION (1.0):** Specifies the Proposer's minimum requirements, provides information regarding some of the requirements of the contract, and explains the solicitation process.
- **INSTRUCTIONS TO PROPOSERS (2.0):** Contains instructions to Proposers in how to prepare and submit their Proposal.
- **PROPOSAL REVIEW AND SELECTION PROCESS (3.0):** Explains how the Proposals will be reviewed and selected.
- **APPENDICES:**
 - **A - SAMPLE AGREEMENT:** Lists the terms and conditions in the Agreement.

- **B - STATEMENT OF WORK:** Explains in detail the Statement of Work to be performed in the Agreement.
- **C - FUNCTIONAL AND TECHNICAL REQUIREMENTS:** Explains in detail the Functional and Technical Requirements for the proposed CBIS solution that must be completed and included in the Proposal.
- **D - REQUIRED FORMS:** Forms contained in this section must be completed and included in the Proposal.
- **E - TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to Department to request a Solicitation Requirements Review.
- **F - COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS:** County policy.
- **G - LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY:** Contractors who are not allowed to contract with the County for a specific length of time.
- **H - FEDERAL EARNED INCOME CREDIT (IRS 1015):** Provides information on Federal Earned Income Credit.
- **I - SAFELY SURRENDERED BABY LAW:** County policy.
- **J - JURY SERVICE ORDINANCE:** County policy.

1.3 Terms and Definitions

Throughout this RFP, references are made to certain persons, groups, or departments/agencies. For convenience, a description of specific definitions can be found in Appendix A, Sample Agreement, Paragraph 2.0, Definitions.

1.4 Proposer's Minimum Requirements

Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Appendix B, Statement of Work, of this RFP are invited to submit Proposals, provided they meet the following requirements.

- 1.4.1 Proposer must provide existing application software that functions on an interactive GIS mapping platform capable of displaying local data for Los Angeles and Orange counties. Software must be hosted and maintained on contractor's website.

- 1.4.2 Proposer must have at least three (3) years experience in the implementation and maintenance of mapping application software solutions as identified in Appendix B, Statement of Work and Appendix C, Functional and Technical Requirements.
- 1.4.3 Proposer must have successfully implemented a mapping system solution with web-based access for at least one (1) year to a public entity, either foreign or domestic.
- 1.4.4 Proposer must provide two (2) references, one of which must be from a public entity, either foreign or domestic, describing an implementation similar to the system defined in this RFP. Proposer must submit written documents for each reference collectively validating the required experience, as stated in 1.4.1, 1.4.2, and 1.4.3.
- 1.4.5 Proposer must submit a proposal that does not exceed \$186,904 for total System implementation, inclusive of warranty support, one (1) year of maintenance and support, and any and all License fees under the Agreement.
- 1.4.6 Proposer must comply with the RFP format and requirements set forth in the Proposal Submission Requirements, Section 2.0, of this RFP when submitting its proposal.

1.5 Intentionally Omitted

1.6 Agreement Term

The term of this Agreement shall commence upon execution by the Board of Supervisors and shall continue through expiration of the Initial Maintenance and Support Period, unless terminated earlier in whole or in part, as provided in this Agreement (the "Initial Term"). The County has the option, at the Sheriff's discretion and upon notice to Contractor prior to the end of the current period of the Agreement Term, to extend the Term of this Agreement for up to three (3) additional one (1) year periods, (an "Option Term"). As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be. Each such extension shall be exercised individually by written notice by the Sheriff or the Sheriff's designee.

1.7 County Rights & Responsibilities

The County has the right to amend the RFP by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall

be made available to each person or organization which County records indicate has received this RFP and also shall be posted on the Sheriff's website at http://www.lasd.org/lasd_contracts/info.html.

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

1.8 Contact with County Personnel

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

Contracts Unit
Los Angeles County Sheriff's Department
4700 Ramona Boulevard, Rm 214
Monterey Park, California 91754
Attn: Marcelle Murr
e-mail address: memurr@lasd.org
fax #: (323) 415-4389

If it is discovered that Proposer contacted and/or received information from any County personnel, other than the person specified above, regarding this solicitation, Sheriff, in his sole determination, may disqualify the Proposal from further consideration.

1.9 Final Agreement Award by the Board of Supervisors

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

1.10 Mandatory Requirement to Register on County's WebVen

Prior to Agreement award, all potential Contractors must register in the County's WebVen. The WebVen contains the Contractor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at http://lacounty.info/doing_business/main_db.htm. *There are underscores in the address between the words 'doing business' and 'main db'.*

1.11 County Option to Reject Proposals

The County may, at its sole discretion, reject any or all Proposals submitted in response to this solicitation. The County shall not be liable for any costs incurred by a Proposer in connection with the preparation and submission of any Proposal. The County reserves the right to waive inconsequential disparities in a submitted Proposal.

1.12 Protest Policy Review Process

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 2.4, Solicitation Requirements Review. Additionally, any actual bidder/proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in Sections 3.4, Disqualification Review, and 3.6, Departments' Proposed Contractor Selection Review. Under any such review, 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 solicitation or a proposed contract award, as the case may be.

Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Proposer protest. In all cases, the 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.

1.12.1 Grounds for Review

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

- Review of the Solicitation Requirements
- Review of a Disqualified Proposal
- Review of the Proposed Contractor Selection

1.13 Notice to Proposers Regarding The Public Records Act

1.13.1 Responses to this solicitation shall become the exclusive property of the 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 County Policy No. 5.055 and approval by the Board of Supervisors (Board) and (b) with respect to all other Proposers, the Department recommends the recommended Proposer(s) to the Board and such recommendation appears on the Board agenda, proposals submitted in response to this solicitation become a matter of public record, with the exception of those parts of each proposal which are justifiably defined by the Proposer as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

- 1.13.2 The 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. In the event County is required to defend an action on a Public Records Act request for any such record or any parts thereof, including, but not limited to, those marked "Trade Secret", "Confidential", or "Proprietary", the applicable Proposer shall defend and indemnify County, its special districts, elected and appointed officers, employees and other agents from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the California Public Records Act.
- 1.13.3 A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The Proposers must specifically label only those provisions of their respective proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.

1.14 Indemnification and Insurance

Contractor shall be required to comply with the indemnification provisions contained in Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Paragraphs 13.0 and 14.0. Contractor shall procure, maintain, and provide to the Department proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Subparagraph 13.2.3.

1.15 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.

1.16 Background and Security Investigations

Background and Security Investigations of Contractor and Contractor's staff may be required, at the discretion of the County's Project Director, as a condition of beginning and continuing work under any resulting Agreement. If required, the Department will conduct background and security investigations of Contractor and Contractor's staff. The cost of background checks is the responsibility of Contractor.

1.17 Employee Acknowledgment and Confidentiality Agreement

Contractor shall be required to comply with the Confidentiality provision contained in Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Paragraph 3.0, Confidentiality and the Independent Contractor Status provision contained in Exhibit A, Additional Terms and Conditions, Paragraph 41.0, Independent Contractor Status. Contractor shall ensure that it obtains and submits to the Department, a signed "Contractor Employee Acknowledgment and Confidentiality Agreement" as specified in Appendix A, Sample Agreement, Exhibit E, for each employee performing services under the Sample Agreement before work begins.

1.18 County's Quality Assurance Plan

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

1.19 County Policy on Doing Business with Small Business

1.19.1 The County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.

1.19.2 The Local Small Business Enterprise Preference Program requires the Company to complete a certification process. This program and how to obtain certification are further explained in Paragraph 1.20 of this RFP.

- 1.19.3 The County also has a Policy on Doing Business with Small Business that is stated in Appendix F.
- 1.19.4 The Jury Service Program provides exceptions to the program if a company qualifies as a Small Business. Further explanation of the Jury Service Program is provided in Paragraph 1.27 of this RFP.
- 1.19.5 Local Small Business Enterprise (SBE) Prompt Payment Program
It is the intent of the 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.

1.20 Local Small Business Enterprise Preference Program

- 1.20.1 The 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 of the Los Angeles County Code. A Local SBE is defined as: 1) A business certified by the State of California as a small business and 2) has had its principal office located in Los Angeles County for at least one year. The business must be certified by the Office of Affirmative Action Compliance as meeting the requirements set forth in 1 and 2 above prior to requesting the Local SBE Preference in a solicitation.
- 1.20.2 To apply for certification and seek consideration as a Local SBE, businesses may register at the Office of Affirmative Action Compliance's website at: <http://oaac.co.la.ca.us/SBEMain.shtml>
- 1.20.3 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. Proposers must attach the Local SBE Certification Letter to the Required Form, Los Angeles County Community Business Enterprise (CBE) Program – Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form, Exhibit 7 found in Appendix D, Required Forms with their Proposal. County must verify Local SBE certification prior to applying the preference. 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.
- 1.20.4 Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at <http://www.pd.dgs.ca.gov/smbus/default>.

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

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

1.22 Transitional Job Opportunities Preference Program

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

1.23 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFP, or any competing RFP, nor any

spouse of economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Appendix D, Required Forms, Exhibit 5, Certification of No Conflict of Interest.

1.24 Determination of Proposer Responsibility

- 1.24.1 A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Proposers.
- 1.24.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the 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.
- 1.24.3 The County may declare a Proposer to be non-responsible for purposes of this Agreement if the Board of Supervisors, in its discretion, finds that the Proposer has done any of the following: (1) violated a term of an Agreement with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform an Agreement 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.
- 1.24.4 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.

- 1.24.5 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.
- 1.24.6 These terms shall also apply to proposed subcontractors of Proposers on County agreements.

1.25 Proposer Debarment

- 1.25.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from proposal or proposing on, or being awarded, and/or performing work on other County Agreements for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Proposer's existing Agreements with County, if the Board of Supervisors finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of an agreement with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform an Agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- 1.25.2 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.
- 1.25.3 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.

- 1.25.4 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.
- 1.25.5 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. The County may, in its 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: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 1.25.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 1.25.7 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.
- 1.25.8 These terms shall also apply to proposed subcontractors of Proposers on County Agreements.

- 1.25.9 Appendix G is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

1.26 Gratuities

1.26.1 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 Agreement or that the Proposer's failure to provide such consideration may negatively affect the 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 Agreement.

1.26.2 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.

1.26.3 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.

1.27 Jury Service Program

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, Appendix J of this RFP and the pertinent jury service provisions of Appendix A, Additional Terms and Conditions, Section 33.0, both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their Subcontractors. Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

- 1.27.1 The Jury Service Program requires Contractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the

Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

- 1.27.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has 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 County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than \$500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
- 1.27.3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Contractor Employee Jury Service Program Certification Form and Application for Exception, Appendix D, Required Forms, Exhibit 10, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

1.28 Notice to Proposers Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This

ordinance, referred to as the “Lobbyist Ordinance”, defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office’s List of Terminated Registered Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix D - Required Forms, Exhibit 6, as part of their proposal.

1.29 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration of a contract award, Proposers shall demonstrate a proven record of hiring participants in the County’s Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer’s 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 a contract award.

Proposers shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Appendix D - Required Forms, Exhibit 9, as part of their proposal.

1.30 Recycled-Content Paper

Proposer shall be required to comply with the County’s policy on recycled bond paper as specified in Appendix A, Sample Agreement, Exhibit A, Paragraph 32.0.

1.31 Federal Earned Income Tax 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 the Internal Revenue Service Notice No. 1015. Reference Appendix H.

1.32 Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix I of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

1.33 Proposer's Adherence to County 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).

2.0 INSTRUCTIONS TO PROPOSERS

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

2.1 County Responsibility

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

2.2 Truth and Accuracy of Representations

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

2.3 RFP Timetable

The timetable for this RFP is as follows:

- Release of RFP.....Refer to Bulletin #1
- Request for a Solicitation Requirements Review Due....Refer to Bulletin #1
- Written Questions DueRefer to Bulletin #1
- Questions and Responses Release.....Refer to Bulletin #1
- Proposal Submittal Deadline (Pacific Time).....Refer to Bulletin #1

2.4 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting a written request for review to the Department, as described in this Section. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document;
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal.
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and

4. 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 person or entity; or,
 - b. due to unclear instructions, the process may result in the 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 requesting person or entity, in writing, within a reasonable time prior to the proposal due date.

2.5 Proposer's Questions

Proposers may submit written questions regarding this RFP by mail, fax or e-mail to the Contract Analyst identified below. All questions must be received by the date specified in Bulletin #1.

When submitting questions, please specify the RFP section number, paragraph number, and page number and quote the passage that prompted the question. This will ensure that the question can be quickly found in the RFP. All questions, without identifying the submitting firm, will be compiled with the appropriate answers and issued as an addendum to the RFP via the following methods: the Department's website at: http://www.lasd.org.lasd_contracts/info.html or mail if Contractor informed the Sheriff's Contract Analyst at memurr@lasd.org of Contractor's name, mailing address, email address, fax number and telephone number. County reserves the right to group similar questions when providing answers.

Any questions regarding concerns that the application of the minimum requirements, review criteria and/or business requirements may unfairly disadvantage the Proposers or, due to unclear instructions, the County may not receive the best possible responses from the Proposer(s), must be addressed during the Solicitation Requirements Review, Subparagraph 2.4 above.

Written questions should be addressed to:

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

2.6 Preparation of the Proposal

All Proposals must be bound and submitted in the prescribed format. Any Proposal that deviates from this format may be rejected without review at the County's sole discretion.

2.7 Proposal Format

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

- Proposer's Organization Questionnaire/Affidavit
- Table of Contents
- Proposer's Qualifications (Section A)
- Proposer's CBIS Price Sheet (Section B)
- Required Forms (Section C)
- Acceptance of/or Exception to Terms and Conditions in Sample Agreement and Requirements of the Statement of Work (Section D)
- Proof of Insurability (Section E)

2.7.1 Proposer's Organization Questionnaire/Affidavit

The Proposer shall complete, sign and date the Proposer's Organization Questionnaire/Affidavit (Exhibit 1) as set forth in Appendix D, Required Forms. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in an Agreement. This is the first page of the Proposal.

2.7.2 Table of Contents

The Table of Contents must be a comprehensive listing of material included in the Proposal. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

2.7.3 Proposer's Qualifications (Section A)

Section A must demonstrate that the Proposer's organization has the experience and financial capability to perform the required services, as required in Appendix B, Statement of Work. The following sections must be included:

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

Proposer must provide a summary of relevant background information to demonstrate that they meet and/or exceed the minimum experience requirements stated in Subparagraph 1.4 of this RFP and have the capability to perform the required services as a corporation or other entity.

- Proposer must demonstrate that the organization is adequately staffed and employees are trained to provide the required services.
- Proposer must demonstrate the capacity to perform the required services.
- Proposer must provide the names, addresses and telephone numbers of all persons authorized to represent and bind company.

Proposer's Pending Litigation and Judgments

Identify by name, case and court jurisdiction any pending litigation in which Proposer is involved, or judgments against Proposer in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer. If a Proposer has no pending litigations or judgments, then a statement stating so must be provided in this section.

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

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 is accurate.

1. County may disqualify a Proposer if:
 - references fail to substantiate Proposer's description of the services provided; or
 - references fail to support that Proposer has a continuing pattern of providing capable, productive and skilled personnel, or
 - the Department is unable to reach the point of contact with reasonable effort (three [3] attempts). It is the Proposer's responsibility to inform the point of contact that reference checks will be conducted during normal business hours.
2. The Proposer must complete and include Required Forms, Exhibits 2 and 3 as set forth in Appendix D, and provide the required written documents validating required experiences. The same references may be listed on both Exhibit 2 and 3.
 - Prospective Contractor References, Exhibit 2
Proposer must provide two (2) references from two different companies, one of which must be a public entity, where the same or similar scope of services, as required in the Statement of Work, were provided.

- Prospective Contractor List of Contracts, Exhibit 3
The listing must include all Public Entities and County contracts for the last three (3) years. Use additional sheets if necessary. The same references may be listed on Exhibits 2 and 3.
- Proposer must provide two (2) references, once of which must be from a public entity, describing an implementation similar to the system defined in this RFP. Proposer must submit written documents for each reference validating the required experience, as stated in 1.4.1, 1.4.2, and 1.4.3. These references may be the same as the two references included on Exhibit 2 above.

C. Financial Capability (Section A.3)

Proposer must provide copies of the company's most current and prior two (2) fiscal years (2008, 2007, 2006) financial statements. Statements should include the company's assets, liabilities and net worth. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), and the Retained Earnings Statement. If audited statements are available, these should be submitted to meet this requirement. Do not submit Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

D. Functional and Technical Requirements (Section A.4)

Proposer must complete and include in the Proposal their response to each of the requirements listed in Appendix C, Technical Exhibits, and explain how each requirement is met.

E. Management Approach (Section A.5)

Proposer must submit a complete Quality Control Plan describing how the contractor will ensure the requirements of this Agreement are provided as specified; all task and deliverables identified in the Statement of Work are in proper format and fully addressed in the preliminary project plan; a proposed monitoring system is outlined; and an assessment of the experience and skills of the proposed project manager and staff is provided.

2.7.4 Proposer's CBIS Price Sheet (Section B)

Proposer shall complete and submit in Section B the following forms found in Appendix D, Required Forms:

- Exhibit 12, CBIS Price Sheet: Contractor shall indicate (1) fixed rates for System implementation, inclusive of warranty support and first year of maintenance and support (Tasks 1-9 in Exhibit B, Statement of Work) and (2) rate for annual maintenance and support in option years.
- Exhibit 13, Certification of Independent Price Determination and Acknowledgement of RFP Restrictions.

2.7.5 Required Forms (Section C)

Section C must be entitled “Required Forms from Proposer” and shall contain the following forms, completed, filled out and signed/dated where applicable. All forms provided in Appendix D, Required Forms:

Exhibit 4 Prospective Contractor List of Terminated Contracts
Contractor must complete and submit with SOQ.

Exhibit 5 Certification of No Conflict of Interest
Proposer must certify that no employee, who prepared or participated in the preparation of this Proposal, is within the purview of County Code Section 2.180.010.

Exhibit 6 Familiarity with the County Lobbyist Ordinance Certification
Proposer must certify that they are familiar with the requirements of the County Lobbyist Ordinance and that all persons acting on behalf of the Proposer comply with the ordinance during the RFP process.

Exhibit 7 Los Angeles County Community Business Enterprise (CBE) Program – Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

Proposer to complete and attach Local SBE Certification letter issued by the Los Angeles County Office of Affirmative Action Compliance and Submit with Proposal.

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

Exhibit 8 Proposer’s EEO Certification
Proposer must comply with EEO laws, regulations and policies.

Exhibit 9 Attestation of Willingness to Consider GAIN/GROW Participants

Proposer to complete and submit with Proposal.

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

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

Exhibit 11 Transitional Job Opportunities Preference Application

If submitted, the Transitional Job Opportunities Preference Application must be completed and submitted with all required supporting documents.

Exhibit 14 Charitable Contributions Certification

Proposer must check the certification that is applicable and submit with Proposal.

2.7.6 Acceptance of / or Exception to Terms and Conditions in Sample Agreement and Requirements of the Statement of Work (Section D)

A. It is the duty of every Proposer to thoroughly review the Sample Agreement and Statement of Work to ensure compliance with all terms, conditions and requirements. It is the County's expectation that in submitting a proposal the Proposers will accept, as stated, the County's term and conditions in the Sample Agreement and the County's requirements in the Statement of Work. However, the Proposers are provided the opportunity to take exceptions to the County's terms, conditions, and requirements.

B. Section D of Proposer's response must include:

1. A statement offering the Proposer's acceptance of or exceptions to all terms and conditions listed in Appendix A, Sample Agreement and all appendices and exhibits.
2. A statement offering the Proposer's acceptance of or exceptions to all requirements listed in the Statement of Work, Appendix B; and
3. For each exception, the Proposer shall provide:
 - An explanation of the reason(s) for the exception;
 - The original language and proposed alternative language; and
 - A description of the impact, if any, to the Proposer's price.

C. The County reserves the right to determine if Proposers' exceptions are material enough to deem the proposal non-responsive and not subject to further evaluations.

D. The County reserves the right to make changes to the Sample Agreement and its appendices and exhibits at its sole discretion.

2.7.7 Proof of Insurability (Section E)

Proposer must provide proof of insurability that meets all insurance requirements set forth in Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Paragraph 13.0. 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 selected to receive a contract award may be submitted with the Proposal.

2.8 Proposal Submission

The original Proposal and three (3) exact duplicate numbered copies 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:

**REQUEST FOR PROPOSALS (RFP) 400-SH
FOR IMPLEMENTATION OF AN
INTERACTIVE WEB-ACCESSIBLE COMMUNITY-BASED INFORMATION SYSTEM
(CBIS)**

The Proposal and any related information shall be delivered or mailed to the following:

Los Angeles County Sheriff's Department
4700 Ramona Blvd., Room 214
Monterey Park, California 91754
Attn: Marcelle Murr, Contracts Unit

It is the sole responsibility of the submitting Proposer to ensure that its Proposal is received before the submission deadline. Submitting Proposers shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any Proposals received after the scheduled closing time for receipt of Proposals, as stated in Bulletin #1, will not be accepted and will be returned to the sender unopened. Timely hand-delivered Proposals are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

All Proposals shall be firm offers and may not be withdrawn for a period of one hundred eighty (180) days following the last day to submit Proposals.

In the event the County is unable to complete successful negotiations and enter into an agreement within the one hundred eighty (180) day period, the County may request that all Proposers extend their offers for a period of time thereafter. In that event, any Proposer unwilling to extend its offer will be removed from consideration.

3.0 SELECTION PROCESS AND EVALUATION CRITERIA

3.1 Selection Process

The County reserves the sole right to judge the contents of the proposals submitted pursuant to the RFP and to review, evaluate and select the successful proposal(s). The selection process will begin with receipt of the proposal by the deadline indicated in Bulletin #1.

Evaluation of the proposals will be made by an Evaluation Committee selected by the Department. The committee will evaluate the proposals and will use the evaluation approach described herein to select a prospective Contractor. The Evaluation Committee may decide to interview the firms with the top rated proposals and/or conduct formal presentations and include their evaluation of those events in the overall ratings. The scoring will be rated as follows:

Proposers' Qualifications	30%
Functional and Technical Merits	40%
Management Approach	20%
Price Sheet	10%

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

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

The Proposer receiving the highest composite score may be selected as the successful Proposer. However, County may select a Proposer other than the Proposer with the highest composite score if, as determined by County, the selected proposal offers the most overall qualified and practicable solution to County's needs. For example, this could occur in situations, where the County discovers problems (e.g., insolvency, contract default, state or county solicitation, unrealistic pricing, or any business practice) that could prevent the Proposer from fulfilling its contractual obligations. The Proposers not selected will be so notified.

3.2 Adherence To Minimum Requirements (Pass/Fail)

County shall review the Proposer's Organization Questionnaire/Affidavit – Exhibit 1, of Appendix D, Required Forms, Proposal, References and other information to determine if the Proposer meets the minimum requirements as outlined in Subparagraph 1.4 of this RFP. Failure of the Proposer to comply with these minimum requirements shall eliminate its proposal from any further consideration.

3.3 Adherence to Format (Pass/Fail)

A proposal must adhere to the specific format outline in Section 2.0, Instructions to Proposers, of this RFP. Each section must be specifically labeled and in the same order given in Section 2.0. Failure of the proposer to adhere to this format may eliminate its proposal from any further considerations.

3.4 Disqualification Review

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

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

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

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

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

3.5 Proposal Evaluation and Criteria

All proposals must be prepared in accordance with the instructions given in this RFP in order to be accepted and qualify for evaluation. Detailed evaluation scoring will only be conducted for those proposals that meet the minimum requirements as specified in Section 1.4 and those that adhere to the proposal format as specified in Section 3.3. All proposals will be evaluated based on the criteria listed below. All proposals will receive a composite scoring totaling up

to one hundred percent of the maximum allowable points and will be ranked in numerical sequence from high to low. The County will invite the top qualified proposers to make an onsite presentation and demonstration, details of which will be provided in the invitation.

The components of each evaluation area are described below at a general level. Specific scoring instruments and reference interview sheets will be developed based upon these guidelines.

The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

3.5.1 Proposer's Qualifications (30%) (Section A.1, A.2, A.3)

- Proposer will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided in A.1 of the Proposal. A review will be conducted to determine the magnitude of any pending litigation or judgments against Proposer as provided in Section A.1 of the proposal.
- Proposer's References as provided in Section A.2 of the Proposal. The review will include verification of references and documentation of required experience submitted, a review of the County's Contract Database, if applicable, reflecting past performance history on County contracts, and a review of terminated contracts.
- Proposer's financial capability will also be reviewed based on information provided in Section A.3.

Proposer's Response to Functional and Technical Requirements (40%) (Section A.4)

The evaluation of this section will focus on the capability of the proposed system to meet the functional and technical requirements listed in Appendix C, Functional and Technical Requirements. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

Management Approach (20%) (Section A.5)

The Proposer will be evaluated on its complete Quality Control Plan to ensure the requirements of this Agreement are provided as specified. Evaluation of the Quality Control Plan shall cover the proposed monitoring system of all services. Evaluation of this section will focus on the following:

- An assessment of whether or not all tasks and deliverables identified in the Statement of Work are in proper format and fully addressed in the preliminary project plan.

- An assessment of the experience and skills of the proposed project manager and staff.

3.5.2 Proposer's CBIS Price Sheet (10%) (Section B)

The Proposer will be evaluated on its System implementation cost, inclusive of warranty support and first year of maintenance and support (Tasks 1-9 in Exhibit B, Statement of Work) and subsequent annual maintenance and support costs.

3.5.3 Required Forms (Section C)

All forms listed in Section 2, Subparagraph 2.7.5 must be included in Section C of the Proposal.

3.5.4 Acceptance of and/or Exception to Terms and Conditions in Sample Agreement and Requirements of Statement of Work (Section D)

Proposer will be evaluated on their willingness to accept the Terms and conditions outlined in the Sample Agreement, Appendix A, and the Requirements of the Statement of Work outlined in the Statement of Work, Appendix B, as stated in Section E of the Proposal. The County may disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive.

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

3.5.5 Proof of Insurability (Section E)

Review the proof of insurability provided in Section E of the Proposal.

3.5.6 Proposal Presentation and Demo Evaluation Criteria

County shall invite the top qualified Proposers who have scored the highest points to provide an onsite presentation and demonstration to the evaluation committee.

The selected Proposers will be sent notification of the date, time, location, and other details for their presentations.

The Proposers' presentation team should consist of the Proposer's Project Director or Project Manager and staff who will be committed to the project. A corporate manager (who may not be on the team) who can commit to the Proposer's resources and contract can also be present.

3.6 Department's Proposed Contractor Selection Review

3.6.1 Departmental Debriefing Process

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

The purpose of the Debriefing is to compare the requesting proposer's response to the solicitation document with the evaluation document. The requesting proposer shall be debriefed only on its response. Because contract negotiations are not yet complete, responses from other proposers shall not be discussed, although the Department may inform the requesting proposer of its relative ranking.

During or following the Debriefing, the Department will instruct the requesting proposer of the manner and timeframe in which the requesting proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (Section 3.6.2), if the requesting proposer is not satisfied with the results of the Debriefing.

3.6.2 Proposed Contractor Selection Review

Any Proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review (as described in Section 3.6.1), may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as shall be specified by the Department.

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

1. The person or entity requesting a Proposed Contractor Selection Review is a Proposer;
2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);
3. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:

- a. The Department materially failed to follow procedures specified in its solicitation document. This includes:
 - i. Failure to correctly apply the standards for reviewing the proposal format requirements.
 - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
 - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
 - b. The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended contractor.
 - c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
 - d. Another basis for review as provided by state or federal law; and
4. 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 representative 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 to be heard by the Board. The written decision shall additionally instruct the Proposer of the manner and timeframe for requesting a review by a County Review Panel (see Section 3.6.3 below).

3.6.3 County Review Panel

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

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

1. The person or entity requesting review by a County Review Panel is a Proposer;

2. The request for a review by a County Review Panel is submitted timely (i.e., by the date and time specified by the Department); and
3. The person or entity requesting review by a County Review Panel has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from the Department's written decision and (b) are on of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Section 3.6.2 above.

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

[SAMPLE] AGREEMENT
FOR
COMMUNITY-BASED INFORMATION SYSTEM (CBIS)
FOR
LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

BY AND BETWEEN
COUNTY OF LOS ANGELES

AND
SELECTED PROPOSER

NOTICE TO RFP PROPOSERS

THIS DOCUMENT IS A SAMPLE AGREEMENT WHICH INCLUDES MANY OF COUNTY'S CONTRACTING REQUIREMENTS AS OF THE ISSUANCE OF THIS REQUEST FOR PROPOSALS (RFP). COUNTY MAKES NO REPRESENTATION OR WARRANTY THAT ALL OF THE PROVISIONS IN THIS SAMPLE AGREEMENT WILL BE INCLUDED IN ANY RESULTANT AGREEMENT, THAT SUCH PROVISIONS WILL NOT BE MODIFIED IN ANY RESULTANT AGREEMENT, OR THAT OTHER PROVISIONS WILL NOT BE INCLUDED IN ANY RESULTANT AGREEMENT.

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

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

RECITALS

THIS AGREEMENT is entered into this _____ day of _____, 2009 by and between the County of Los Angeles ("County") and [_____] ("Contractor"), for an interactive web-accessible Community-Based Information System (CBIS) for the Los Angeles County Sheriff's Department (the "Department").

WHEREAS, the County, by and through the Department, desires to enter into an agreement with a private business to provide existing web-based mapping application software, hosted and maintained by Contractor; and

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge and technical competence and sufficient staffing to provide such web-based mapping technology and hosting services as further described in the Agreement; and

WHEREAS, this Agreement (as defined below) is authorized pursuant to California Government Code Section 31000 and otherwise.

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

1. AGREEMENT AND INTERPRETATION

- 1.1 Agreement. This base document along with Exhibits A through G, any attachments attached hereto or thereto, and any executed Change Order or Amendment from time to time hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.
- 1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any Task, Subtask, Deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this

base document, and then to the Exhibits and any attachments thereto, according to the following priority:

1.2.1. Exhibit A – Additional Terms and Conditions

1.2.2. Exhibit B – Statement of Work

1.2.2.1 Attachment B1 Functional and Technical Requirements

1.2.3. Exhibit C – Price Sheet and Schedule of Payments

1.2.4. Exhibit D – Contractor's EEO Certification

1.2.5. Exhibit E – Contractor's Employee Acknowledgement and Confidentiality Agreement

1.2.7 Exhibit F - Jury Service Ordinance

1.2.8 Exhibit G - Safely Surrendered Baby Law

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

1.4 Construction. The words "herein", "hereof", and "hereunder" and words of similar import used in this Agreement refer to this Agreement, including all annexes, attachments, Exhibits, and schedules as the context may require. References in this Agreement to Exhibits shall include the attachments to those Exhibits. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions and Paragraph headings used in the Agreement are for convenience only and are not a part of the Agreement and shall not be used in construing the Agreement. References in this Agreement to Federal, State and/or other governmental statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies, including those copies of which are attached to this Agreement, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies as amended from time to time.

1.5 This Agreement is funded in whole or in part by Grant Award # RA07 01 0190 received from the Governor's Office of Emergency Services (OES), Law

Enforcement and Victim Services Division and is subject to any and all applicable grant requirements set forth in the OES Recipient Handbook or elsewhere.

2. DEFINITIONS

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

- 2.1 "Acceptance Tests" means System tests conducted by Contractor regarding the System compliance with the Specifications, including System Integration Test and User Acceptance Test, as described in Task 6, Acceptance Tests, of Exhibit B, Statement of Work.
- 2.2 "Agreement" has the meaning set forth in Paragraph 1.1 (Agreement).
- 2.3 "Amendment" has the meaning set forth in Paragraph 6 (Change Orders and Amendments).
- 2.4 "Application Software" means Core Application Software, Customizations, Third Party Software, and Updates, including all components and Documentation, provided by Contractor to County under this Agreement, including those described in the Statement of Work and those provided by Contractor to meet the applicable Functional and Technical Requirements set forth in Attachment B1 of Exhibit B, Statement of Work.
- 2.5 "Board" means the Los Angeles County Board of Supervisors.
- 2.6 "Change Order" has the meaning set forth in Paragraph 6 (Change Orders and Amendments)
- 2.7 "Community-Based Information System" or "CBIS" means the interactive, web-accessible application that provides demographic, health, economic, resource, and other community data, which is being provided, implemented, hosted, and maintained, and supported by Contractor under this Agreement.
- 2.8 "Contractor Project Director" has the meaning set forth in Paragraph 4.1 (Contractor Project Director) and Exhibit B (Statement of Work).
- 2.9 "Contractor Project Manager" has the meaning set forth in Paragraph 4.2 (Contractor Project Manager) and Exhibit B (Statement of Work).
- 2.10 "COPS" means the Community Oriented Policing Services Bureau of the Los County Sheriff's Department, Field Operations Region II.
- 2.11. "Core Application Software" means Contractor's proprietary web-based application software that functions on an interactive GIS mapping platform, including all components and Documentation, licensed by Contractor to County

to meet the requirements set forth in the Statement of Work and the Functional and Technical Requirements in Attachment B1, of Exhibit B, Statement of Work.

- 2.12 "County" means the County of Los Angeles.
- 2.13 "County Counsel" means County's Office of the County Counsel.
- 2.14 "County Indemnitees" has the meaning set forth in Paragraph 13.1 (Indemnification) of Exhibit A (Additional Terms and Conditions).
- 2.15 "County Project Director" has the meaning set forth in Paragraph 3.1 (County Project Director).
- 2.16 "County Project Manager" has the meaning set forth in Paragraph 3.2 (County Project Manager).
- 2.17 "Customizations" means configurations, custom programming, enhancements and/or modifications to, and/or for operation of, or in connection with the Core Application Software, including all components and Documentation with respect thereto, provided by Contractor to County under this Agreement, including that described in the Statement of Work and those provided by Contractor to meet the applicable Functional and Technical Requirements set forth in Attachment B1 of Exhibit B, Statement of Work. Customizations do not include Third Party Software.
- 2.18 "Cutover to Production" means completion of a migration of the System from the Test Environment to the Production Environment, as described in Subtask 8.3, Cutover to Production, of Exhibit B, Statement of Work.
- 2.19 "Data" means the datasets created, compiled, and maintained as part of CBIS.
- 2.20 "Data Center" means Contractor's facility that houses CBIS.
- 2.21 "Deficiency" means any malfunction, error, or defect in the design, development, or implementation of any Work provided hereunder; any error or omission, or deviation from the Specifications or mutually agreed upon industry standards, or any other malfunction or error, including the provision of negligent workmanship, which results in the CBIS, in whole or in part, not performing in accordance with the provisions of this Agreement, including the Statement of Work and the Specifications, and any executed Change Order or Amendment, as determined by County Project Director, in County Project Director's sole discretion.
- 2.22 "Deliverable" means a service, product, or good to be provided by Contractor to County under this Agreement and identified as a numbered Deliverable in the Statement of Work or any executed Change Order or Amendment.

- 2.23 "Department" means the Los Angeles County Sheriff's Department.
- 2.24 "Dispute Resolution Procedure" has the meaning set forth in Paragraph 2.0 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions).
- 2.25 "Documentation" means any and all written and electronic materials provided or made available by Contractor, including, but not limited to, user manuals, training materials, testing protocols, methodologies, customer technical information and reference materials, quick-reference guides, FAQs, specifications, system designs and system design reviews and all other instructions and information relating to the capabilities, operation, installation and use of the System, including Application Software and Data.
- 2.26 "End-User Hardware" means the computer hardware to be supplied by County under this Agreement or other Participating Agencies for end-user web-access to the CBIS Data.
- 2.27 "Final System Acceptance" means successful completion by Contractor and approval by County of Subtask 9.1, Provide System Warranty, of Exhibit B, Statement of Work.
- 2.28 "GIS" means Geographical Information System.
- 2.29 "Infringement Claims" has the meaning set forth in Paragraph 14.0 (Intellectual Property Indemnification) of Exhibit A (Additional Terms and Conditions).
- 2.30 "Initial Maintenance and Support Period" has the meaning set forth in Paragraph 15 (Maintenance and Support).
- 2.31 "Initial Term" has the meaning set forth in Paragraph 7 (Term).
- 2.32 "Jury Service Program" has the meaning set forth in Paragraph 33 (Compliance with Jury Service Program) of Exhibit A (Additional Terms and Conditions).
- 2.33 "Maintenance and Support" has the meaning set forth in Paragraph 15 (Maintenance and Support), as further described in Subtask 9.2, Maintenance and Support, of Exhibit B, Statement of Work.
- 2.34 "Maximum Contract Sum" has the meaning set forth in Paragraph 8 (Prices and Fees).
- 2.35 "Operating System Software" means the third party owned software to be supplied and utilized by Contractor for the operation of CBIS.
- 2.36 "Option Term" has the meaning set forth in Paragraph 7 (Term).

- 2.37 "Participating Agency" or "Participating Agencies" means the law enforcement agencies authorized to use and access CBIS.
- 2.38 "Production Environment" means the System Environment for Production Use, consisting of a permanent computing System platform.
- 2.39 "Production Use" means the actual use of CBIS by County and other Participating Agency users.
- 2.40 "Project Control Document" or "PCD" has the meaning set forth in Exhibit B, Statement of Work.
- 2.41 "Project Status Report(s)" has the meaning set forth in Appendix A, Sample Agreement, Paragraph 4.4, (Project Status Reports by Contractor), and Exhibit B, Statement of Work.
- 2.42 "Sheriff" means the elected official who is the Sheriff of the County of Los Angeles.
- 2.43 "Specifications" means any or all of the following:
- (a) All functional, technical, and operational requirements set forth in Exhibit B, Statement of Work (with attachments thereto) or otherwise in this Agreement, including Acceptance Tests;
 - (b) All service level and performance requirements and standards for the System set forth in the Statement of Work (including the attachments thereto) or otherwise in this Agreement;
 - (c) All functional, technical and operational specifications reports included as Deliverables in the Statement of Work;
 - (d) The Documentation;
 - (e) All additional specifications identified as such by Contractor, including all system design reports provided under this Agreement, acceptable to County in its sole discretion but only to the extent provided for in any of the foregoing clauses (a) through (d) of this definition;
 - (f) All written or electronic materials furnished by or through Contractor regarding Contractor's pre-developed and generally available software products, which pertain to any element of the System, and which outline, describe, or specify (i) functionality, (ii) features, (iii) capacity, (iv) availability (v) accuracy, or (vi) any other performance or other criteria for the System or any element of the System, acceptable to County in its sole discretion, but only to the extent not provided for in any of the foregoing clauses (a) through (d) of this definition.

- 2.44 "Statement of Work" or "SOW" means the Statement of Work, attached as Exhibit B (Statement of Work) to this Agreement, as the same may be amended by any executed Change Order or Amendment.
- 2.45 "Subtask" means one or more sub-areas of work to be performed under this Agreement and identified as a numbered Subtask in the Statement of Work or any executed Change Order or Amendment.
- 2.46 "System" means the Application Software, Server Environment, and Data, including all components and Documentation, provided by Contractor in accordance with the requirements or Specifications of this Agreement.
- 2.47 "System Acceptance" means successful completion by Contractor and approval by County of Subtask 8.4, System Acceptance, of Exhibit B, Statement of Work.
- 2.48 "Server Environment" means the Operating System Software and System Server Hardware.
- 2.49 "System Environment" means the System and User Environment.
- 2.50 "System Server Hardware" means the computer hardware to be supplied and utilized by Contractor under this Agreement for the operation of CBIS.
- 2.51 "System Warranty" has the meaning set forth in Paragraph 14 (Warranty), as further described in Subtask 9.1, Provide System Warranty, of Exhibit B, Statement of Work.
- 2.52 "System Warranty Period" has the meaning set forth in Paragraph 14 (Warranty).
- 2.53 "Task" means one or more major areas of Work to be performed under this Agreement and identified as a numbered Task in the Statement of Work or any executed Change Order or Amendment.
- 2.54 "Tax" and "Taxes" means governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.
- 2.55 "Technical Architecture Report" has the meaning set forth in Exhibit B, Statement of Work.
- 2.56 "Technical Specifications and Requirements Confirmation Report" has the meaning set forth in Exhibit B, Statement of Work.
- 2.57 "Term" has the meaning set forth in Paragraph 7 (Term).

- 2.58 "Test Environment" means the System Environment for conducting Acceptance Tests.
- 2.59 "Test Plan" has the meaning set forth in Exhibit B, Statement of Work.
- 2.60 "Third Party Software" means third party software and/or tools, and related Documentation, provided by Contractor pursuant to this Agreement as part of the Application Software in order to meet the Specifications.
- 2.61 "Updates" means any and all upgrades, enhancements, revisions, improvements, bug fixes, patches, modifications and replacements to the Application Software and Data, as applicable, including, without limitation, those required to keep current with Contractor's technology standards and industry standards and to achieve and maintain the System's compliance with applicable Federal, State and local laws, rules, regulations and ordinances.
- 2.62 "User Environment" means the User Network and End-User Hardware.
- 2.63 "User Network" means the network infrastructure or other data communications components to be provided by County or other Participating Agencies in accordance with requirements and Specifications of this Agreement.
- 2.64 "Work" means any and all Tasks, Subtasks, Deliverables, goods, and other services performed or required to be performed by Contractor under this Agreement, the Statement of Work and any attachments thereto, the other Exhibits, and executed Change Orders and Amendments hereto.

3. ADMINISTRATION OF AGREEMENT – COUNTY

3.1 County Project Director.

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

Cecil W. Rhambo, Chief
Field Operations Region II
Los Angeles County Sheriff's Department
4700 Ramona Boulevard
Monterey Park, CA 91754

Email: CWRhambo@lasd.org

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

- 3.1.3 Except as set forth in Paragraph 6 (Change Orders and Amendments) of this Agreement, County Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.
- 3.1.4 County Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.
- 3.2 County Project Manager.
- 3.2.1 "County Project Manager" for this Agreement shall be the following person:
- Cheryl Newman-Tarwater, Lieutenant
Los Angeles County Sheriff's Department
4700 Ramona Boulevard
Monterey Park, California 91754
- Email: CANewman@lasd.org
- 3.2.2 County shall notify Contractor of any change in the name or address of the County Project Manager.
- 3.2.3 The County Project Manager shall be a resource for addressing the technical standards and requirements of this Agreement, shall interface regularly with Contractor and further shall have the duties from time to time given to such person by County.
- 3.2.4 County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement nor obligate County in any respect whatsoever.
- 3.2.5 County Project Manager shall advise County Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.
- 3.3 Consolidation of Duties. County reserves the right to consolidate the duties of County Project Director, which duties are enumerated in Paragraph 3.1 (County Project Director), and the duties of County Project Manager, which duties are enumerated in Paragraph 3.2 (County Project Manager), into one County position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Agreement. County will notify Contractor no later than five (5) days prior to exercising its rights pursuant to this Paragraph 3.3.

- 3.4 County Personnel. All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County.

4. ADMINISTRATION OF AGREEMENT – CONTRACTOR

4.1 Contractor Project Director.

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

Name
Address
City
Telephone
Email

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

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

- 4.1.4 Contractor Project Director shall be available to meet and confer with County Project Director at least monthly in person or by phone, to review project progress and discuss project coordination.

4.2 Contractor Project Manager.

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

Name
Address
City
Telephone
Email

- 4.2.2 Contractor shall notify County of any change in the name or address of the Contractor Project Manager.

- 4.2.3 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement

4.2.4 Contractor Project Manager shall be available to meet and confer as necessary, but no less frequently than monthly, with County.

4.3 Approval of Contractor's Staff.

4.3.1 County approves the proposed Contractor Project Director and Contractor Project Manager listed in Subparagraphs 4.1.1 and 4.2.1. County Project Director has the right to approve or disapprove any proposed replacement for the Contractor Project Director and the Contractor Project Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of, either the Contractor Project Director or the Contractor Project Manager, Contractor shall provide County with a resume of each such proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. County shall not unreasonably delay its approval of a replacement of Contractor Project Director or Contractor Project Manager.

4.4 Project Status Reports by Contractor.

In order to control expenditures and to ensure the reporting of all Work provided by Contractor, Contractor Project Manager shall provide County Project Director and each County Project Manager with minimum bi-weekly written reports ("Project Status Reports") which contain the information set forth in Task 2.0 Tasks and Deliverables of the Statement of Work, and such other information as County Project Director or County Project Manager may from time to time reasonably request.

5. WORK; APPROVAL AND ACCEPTANCE

Contractor shall fully and timely perform all Work under this Agreement, including pursuant to an executed Change Order or Amendment, in accordance with the terms and conditions of this Agreement.

Contractor acknowledges that, subject to this Paragraph 5.0 (Work; Approval and Acceptance), all Work performed under this Agreement, including pursuant to an executed Change Order or Amendment, is payable in accordance with the terms and conditions of this Agreement, including this Paragraph 5.0 (Work; Approval and Acceptance), Paragraph 8.0 (Prices and Fees), and Paragraph 10.0 (Invoices and Payments).

6. CHANGE ORDERS AND AMENDMENTS

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or

conditions of this Agreement, except through the procedures set forth in this Paragraph 6 (Change Orders and Amendments).

6.1 General

County reserves the right to change any portion of the Work required under this Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

6.1.1 For any change which does not materially affect the scope of Work, period of performance, amount of payments, or any other term or condition included under this Agreement, a Change Order shall be executed by both County Project Director and Contractor Project Director, with the concurrence of County Counsel. To the extent that extensions of time for Contractor performance do not impact either the scope of Work or cost of this Agreement, County Project Director, in County Project Director's discretion, may grant Contractor extensions of time in writing for the Work listed in the Statement of Work or otherwise in this Agreement provided that such extensions shall not extend the Term of this Agreement.

6.1.2 The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the Board or County's Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by Contractor and by Sheriff.

6.1.3 For any change that materially affects the scope of Work, period of performance, amount of payments, or any other term or condition in the body of this Agreement or Exhibit A (Additional Terms and Conditions), then a negotiated Amendment to this Agreement shall be executed by the Board and Contractor.

6.2 Audit of Change Order Work

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

7. TERM

The term of this Agreement shall commence upon execution by the Board of Supervisors and shall continue through expiration of the Initial Maintenance and Support Period, unless terminated earlier in whole or in part, as provided in this Agreement (the “Initial Term”). The Sheriff has the option, at the Sheriff’s discretion and upon notice to Contractor prior to the end of the current period of the Agreement Term, to extend the Term of this Agreement for up to three additional one (1) year periods (an “Option Term”). As used herein, the “Term” shall mean the Initial Term and, if extended, each Option Term, as the case may be. Each such extension shall be exercised individually by written notice by the Sheriff or the Sheriff’s designee.

Contractor shall notify County Project Director when this Agreement 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 at the address herein, provided in Paragraph 3.0, Administration of Agreement – County.

8. PRICES AND FEES

8.1 General

The prices and fees for this Agreement payable by County to Contractor for performing all Tasks, Subtasks, Deliverables, goods, services and any other Work required under this Agreement shall be as specified in Exhibit C, Price Sheet and Schedule of Payments.

If Contractor provides any Tasks, Deliverables, goods, services, or other Work, other than as specified in this Agreement, the same shall be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County. Thus, Contractor shall not be entitled to payment or reimbursement for any Tasks, Subtasks, Deliverables, goods, services and any other Work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Agreement. All rates will remain fixed for the term of the Agreement, including all extension periods. County will not pay overtime compensation for this Agreement.

8.2 Maximum Contract Sum

The “Maximum Contract Sum” shall be the total monetary amount that would be payable by County to Contractor for providing the required Work under this Agreement for the Term, including all extension periods. The Maximum Contract Sum for this Agreement, including all applicable Taxes, authorized by County hereunder shall in no event, expressly or by implication, exceed _____. All payments under this Agreement shall be in accordance with Exhibit C, Price Sheet and Schedule of Payments.

9. COUNTY’S OBLIGATION FOR FUTURE FISCAL YEARS

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

10. INVOICES AND PAYMENTS

10.1 Approval of Invoices

All invoices submitted by Contractor for payment must have the written approval of County Project Director or Manager, as evidenced by County Project Director or Manager's signature on the applicable invoice, prior to any payment thereof. All invoices will be reviewed and verified by County Project Director or Manager. In no event shall County be liable or responsible for any payment prior to such written approval. County Project Director or Manager shall forward the approved invoice to Sheriff's Grants Accounting Unit for payment. Incomplete or late invoices may delay processing of billing. County will not be responsible for invoices submitted more than sixty (60) days after the date of service rendered.

10.2 Detail

10.2.1 County's Agreement Number

10.2.2 Billing Date

10.2.3 Date services provided

10.2.4 The Tasks, Subtasks, Deliverables, goods, services, or other Work as described in Exhibit B (Statement of Work) and Exhibit C (Price Sheet and Schedule of Payments) for which payment is claimed and the amount of payment therefore.

10.2.5 Total charges billed

10.3 Submission of Invoices

Contractor shall submit an original and one (1) copy of each invoice, addressed as shown below:

Invoice to:

Cheryl Newman-Tarwater, Lieutenant
Los Angeles County Sheriff's Department
Field Operations Region II, 4th Floor
4700 Ramona Boulevard
Monterey Park, California 91754

10.4 No Out-of-Pocket Expenses.

Contractor acknowledges that no out-of-pocket expenses, including travel, meal, and lodging expenses, are reimbursable by County. Accordingly, Contractor's invoices shall not include out-of-pocket expenses.

10.5 Contractor Responsibility

Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor.

10.6 County's Right to Withhold

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

10.7 Local Small Business Enterprises – Prompt Payment Program (if applicable)

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

11. LIQUIDATED DAMAGES

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

- 11.2 If the County Project Director determines that there are deficiencies in the performance of this Agreement that are over a certain time span, the County Project Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the County Project Director may:
- 11.2.1 Deduct from the Contractor's payment, pro rata, those applicable portions of the monthly contract sum; or
 - 11.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in the said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or
 - 11.2.3 Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by County.
- 11.3 The action noted in Paragraph 11.2 shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover the County cost due to the failure of Contractor to complete or comply with the provisions of this Agreement.
- 11.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Agreement provided by law or as specified in the PRS or Paragraph 11.2, and shall not, in any manner, restrict or limit the County's right to terminate the Agreement as agreed to herein.

12. NOTICES

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

confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) days prior notice in accordance with the procedures set forth above, to the other party.

To County: (1) Los Angeles County Sheriff's Department
Field Operations Region II
4700 Ramona Boulevard, Room 214
Monterey Park, CA 91754-2169

Attention: Cheryl Newman-Tarwater, Lieutenant

with a copy to:

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

Facsimile: (323) 267-6687

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

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

13. OWNERSHIP AND LICENSE

13.1 OWNERSHIP

County and Contractor acknowledge and agree that ownership rights in and to all System components, including Application Software, Data, and Server Environment, are and shall remain with County, Contractor, and/or its other rightful owner.

13.2 LICENSE

Contractor grants to County, effective upon the commencement of this Agreement and throughout the Term of the Agreement, a non-exclusive limited license to use the System ("License") as follows:

13.2.1 Application Software License: To use, access, operate and display the Application Software, including Documentation, on an unlimited number of

computers, servers, local area networks and wide area networks by an unlimited number of users from County, other Participating Agencies, and/or authorized third parties.

13.2.3 Data License: To use, access, query, display, print, copy, download, modify, and distribute CBIS Data, including Documentation, and to perform such other functions as may be appropriate or required by County, other Participating Agencies, and/or authorized third parties, on or from an unlimited number of computers, servers, local area networks and wide area networks by an unlimited number of users from County and other Participating Agencies. Such License regarding the Data shall survive the expiration or other termination of this Agreement.

14. WARRANTY

Contractor represents, warrants, and covenants to County that, commencing on the date of System Acceptance and continuing for ninety (90) days thereafter ("System Warranty Period"), the System, taken as a whole, shall perform fully in accordance with the Specifications and without Deficiencies ("System Warranty"). All Deficiencies reported during the System Warranty Period shall be corrected at no cost to County. The System Warranty Period shall be extended until all Deficiencies discovered during the ninety (90) day period have been corrected to the satisfaction of County. During the System Warranty Period, Contractor shall provide System Warranty support services as detailed in the Exhibit B, Statement of Work at no cost to County.

15. MAINTENANCE AND SUPPORT

Commencing upon System Acceptance and for a period of one (1) year from Final System Acceptance ("Initial Maintenance and Support Period"), Contractor shall provide Maintenance and Support services as set forth in Exhibit B, Statement of Work, at no additional cost to County beyond the cost of System implementation.

If County elects to acquire additional Maintenance and Support services beyond the required Initial Maintenance and Support Period, County shall give notice to Contractor of its election and extend the Agreement for an Option Term pursuant to Paragraph 7, Term, of this Agreement. Contractor shall perform the Maintenance and Support services set forth in Exhibit B, Statement of Work in exchange for payment as set forth in Exhibit C, Price and Schedule of Payments.

16. ARM'S LENGTH NEGOTIATIONS

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

17. **SURVIVAL**

The following Paragraphs of this Agreement shall survive its expiration or termination for any reason: 1. Agreement and Interpretation, 2. Definitions, 8. Prices and Fees, 10. Invoices and Payments, 12. Notices, 16. Arm's Length Negotiations, 17. Survival, and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions).

[Intentionally Left Blank]

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

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and Contractor has caused this Agreement to be subscribed on its behalf by its authorized officer, effective as of the date approved by such Board.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

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

By _____
Deputy

[type in Contractor's name]
Contractor

Signature: _____

Title: _____

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy County Counsel

*County of Los Angeles
Sheriff's Department*
[_____]

[Agreement Title]

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

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EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

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

1.0 SUBCONTRACTING

1.1 General

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

2.0 DISPUTE RESOLUTION PROCEDURE

2.1 General

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

2.2 Continued Work

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

2.2.1 If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no

claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by the County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.

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

2.3 Dispute Resolution Procedures

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

- 2.3.1 Contractor and County shall first submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 2.3.2 If the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 2.3.3 If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president or chief operating officer and the Sheriff. These persons shall have five (5) Business Days to attempt to resolve the dispute.
- 2.3.4 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Agreement and its rights and remedies as provided by law.

2.4 Documentation of Dispute Resolution Procedures

All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all

three (3) levels described in Subparagraph 2.3 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

2.5 Not Applicable to County's Right to Terminate

Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0 (Termination for Default), Paragraph 6.0 (Termination for Convenience), or Paragraph 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, or any other termination provision under the Agreement, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

3.0 CONFIDENTIALITY

3.1 General

3.1.1 Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's performance under the Agreement, in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, policies and procedures, and directives relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

3.1.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 3.0, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 3.2 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without

limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 3.1.3 Contractor shall inform all of its directors, officers, shareholders, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement. Contractor shall provide to County an executed Contractor's Employee Acknowledgment and Confidentiality Agreement (Exhibit E to the Agreement) for each of its employees performing Work under the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person, or entity to which Contractor discloses such confidential information.

3.2 Disclosure of Information.

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

3.3 Contractor Information

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

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

3.4 Use of County Name

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

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

promptly and prospectively any use of County's name that has been objected to by County.

3.5 Injunctive Relief

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

4.0 TERMINATION FOR INSOLVENCY

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

4.1.1 Contractor has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;

4.1.2 The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) days) regarding Contractor under the United States Bankruptcy Code;

4.1.3 The appointment of a receiver or trustee for Contractor; or

4.1.4 The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.

4.2 The rights and remedies of County provided in this Paragraph 4.0 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

4.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Agreement, County may elect to retain its rights under the Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under the Agreement. The

foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

5.0 TERMINATION FOR DEFAULT

5.1 Event of Default

County may, upon written notice to Contractor, terminate the whole or any part of the Agreement if Contractor materially breaches the Agreement, Contractor fails to perform or provide any Work within the times specified in the Agreement, or Contractor breaches or fails to perform or comply with any of the other provisions of the Agreement, including the applicable notice and cure periods, if any (if no cure period is specified in the Agreement, Contractor shall have ten (10) days following notice from the County Project Director specifying such breach or failure to cure prior to termination under this Paragraph 5.0 (Termination for Default), or such longer period as the County Project Director may authorize, in writing, but in no event shall the period, as extended by the County Project Director, exceed thirty (30) days), provided that nothing in this Subparagraph 5.1 shall in any way limit or modify any rights of County or obligations of Contractor relating to timely performance by Contractor as otherwise set forth in the Agreement.

5.2 Deemed Termination for Convenience

If, after County has given notice of termination under the provisions of this Paragraph 5.0 (Termination for Default), it is determined by County or otherwise that Contractor was not in default under the provisions of this Paragraph 5.0 (Termination for Default), or that the default was excusable or curable under the provisions of this Paragraph 5.0 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit except that no additional notice shall be required to effect such termination.

5.3 Completion of Work

Without limiting any of County's rights and remedies pursuant to the Agreement, upon the occurrence of any event giving rise to County's rights to terminate the Agreement, in whole or in part, pursuant to this Paragraph 5.0 (Termination for Default), County may, in lieu of such termination, (a) perform, or cause the performance of, any required correction, remedy and deficiency, replace any non-complying Work, or take any other such action as may be reasonably required to promptly remedy such default, and (b) debit Contractor therefore at County's direct actual cost of outside labor and materials and County's burdened rates for labor (including salary, employee benefits and reimbursement policies). Such debit shall be made against any amounts owed by County to Contractor

under the Agreement. In the event County elects to proceed under this Subparagraph 5.3 (Completion of Work), any Work created, modified, or repaired by or at the direction of County shall be deemed Work under the Agreement.

6.0 TERMINATION FOR CONVENIENCE

6.1 Termination for Convenience

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

6.2 No Prejudice; Sole Remedy

Nothing in this Paragraph 6.0 (Termination for Convenience) is deemed to prejudice any right of Contractor to make a claim against the County in accordance with this Agreement and applicable law and County procedures for payment for Work through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Subparagraph 6.2 shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this Paragraph 6.0 (Termination for Convenience) by County.

7.0 TERMINATION FOR IMPROPER CONSIDERATION

- 7.1 County may, upon notice to Contractor, immediately terminate the right of Contractor to proceed under the Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 7.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to County Auditor-Controller's employee fraud hotline at (800) 544-6861.
- 7.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.0 INTENTIONALLY OMITTED

9.0 EFFECT OF TERMINATION

9.1 Remedies

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

- 9.1.1 Contractor shall (a) stop performing Work under the Agreement on the date and to the extent specified in such notice, (b) promptly transfer and deliver to County copies of all completed Work and Work in progress, in a media reasonably requested by County, (c) promptly transfer and deliver all items previously paid for by County, and (d) complete performance of such part of the Work as shall not have been terminated by such notice;
- 9.1.2 Unless County has terminated the Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar and competitive to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs reasonably incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;
- 9.1.3 Contractor shall promptly return to County any and all of County's confidential information that relates to that portion of the Agreement or Work terminated by County;
- 9.1.4 Contractor shall tender promptly payment to County, and shall continue to tender payment for the duration of any liquidated damages levied, pursuant to Paragraph 11.0 (Liquidated Damages) of the body of the Agreement, to the extent applicable; and
- 9.1.5 Contractor and County shall continue the performance of the Agreement to the extent not otherwise terminated.

9.2 Transition Services

Contractor agrees that in the event of any termination of the Agreement, as a result of the breach hereof by either party, or for any other reason, including

expiration, Contractor shall fully cooperate with County in the transition by County to a new contractor, toward the end that there be no interruption of the County's day-to-day operations due to the unavailability of the Work during such transition. Contractor agrees that if County terminates the Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit or Subparagraph 5.2 (Deemed Termination for Convenience) of this Exhibit, Contractor shall perform transition services, and shall invoice County for such transition services determined in accordance with the rates specified in Exhibit C (Price Sheet and Schedule of Payments) of the Agreement and the agreed upon maximum amount, in accordance with a transition plan to be agreed upon, in advance, by the County Project Director and the Contractor Project Director. Contractor further agrees that in the event that County terminates the Agreement for any other breach by Contractor, Contractor shall perform transition services at no cost to County. In connection with the provision of any transition services pursuant to this Subparagraph 9.2 (Transition Services), Contractor shall provide to the County Project Director, upon request by the County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

9.3 Remedies Not Exclusive

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

10.0 WARRANTY AGAINST CONTINGENT FEES

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

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

11.0 AUTHORIZATION WARRANTY

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

12.0 GENERAL WARRANTIES

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

- 12.1 Contractor represents and warrants that (a) Contractor has the full power and authority to grant the License and all other rights granted by the Agreement to County; (b) no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect; (c) County is entitled to use the CBIS without interruption of use; (d) the Agreement, the System, and the Data licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors; (e) during the Term, Contractor shall not subordinate the Agreement or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the CBIS, and any part thereof, in accordance with the Agreement; (f) there is no litigation, dispute, claim, proceeding or other action pending, or to Contractor's knowledge, threatened against Contractor or in respect of the Application Software, that could have a material adverse effect on Contractor's business or on Contractor's ability to perform and meet in a timely fashion Contractor's obligations under this Agreement; and (g) neither the performance of the Agreement by Contractor, nor the License to, and use by, County and its users of the CBIS in accordance with the Agreement will in any way violate any non-disclosure agreement, nor, to the Contractor's knowledge, constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, moral, or other rights of any third party.
- 12.2 Contractor shall, in the performance of all Work, strictly comply with the descriptions and representations (including performance capabilities, accuracy, completeness, characteristics, Specifications, configurations, standards, functions, and requirements) as set forth in this Agreement, including the Statement of Work.
- 12.3 All System components shall interface and be compatible with each other; and the System components, when taken together, shall be capable of delivering all of the functionality as set forth in the Agreement, including Specifications.
- 12.4 All Work shall be performed in a timely and professional manner by qualified personnel.
- 12.5 All Documentation developed or provided under the Agreement shall be uniform in appearance.

- 12.6 Contractor and each of its personnel performing Work hereunder have all permits, licenses, and certifications necessary to perform Contractor's obligations under the Agreement.

13.0 INDEMNIFICATION AND INSURANCE

13.1 Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Agreement.

13.2 General Provisions for All Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 13.2 and 13.3 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

13.2.1 Evidence of Coverage and Notice to County

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

Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

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

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

County of Los Angeles
Sheriff's Department
4700 Ramona Boulevard, Room 214
Attention: Michael Hanks, Manager

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

13.2.2 Additional Insured Status and Scope of Coverage

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

13.2.3 Cancellation of Insurance

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

13.2.4 Failure to Maintain Insurance

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

13.2.5 Insurer Financial Ratings

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

13.2.6 Contractor's Insurance Shall Be Primary

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

13.2.7 Waivers of Subrogation

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

13.2.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain

County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

13.2.9 Deductibles and Self-Insured Retentions (SIRs)

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

13.2.10 Claims Made Coverage

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

13.2.11 Application of Excess Liability Coverage

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

13.2.12 Separation of Insureds

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

13.2.13 Alternative Risk Financing Programs

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

13.2.14 County Review and Approval of Insurance Requirements

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

13.3 **INSURANCE COVERAGE**

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

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

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

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

14.0 **INTELLECTUAL PROPERTY INDEMNIFICATION**

14.1 **Indemnification Obligation.** Contractor shall indemnify, hold harmless and defend County Indemnitees from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to CBIS or other Tasks, Deliverables, goods, services or other Work licensed or acquired hereunder or the operation and utilization of Contractor's

work under this Agreement (collectively in this Paragraph 14.0 "Infringement Claim(s)"). Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 14.0 shall be conducted by Contractor and performed by counsel selected by Contractor and approved in writing by County (which approval shall not be unreasonably withheld). Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or this Agreement, County shall be entitled to reimbursement for all such costs and expenses.

14.2 Procedures. County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice, Contractor shall, at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the Software or other tasks, deliverables, goods, Services or other work licensed or acquired hereunder, or part(s) or component(s) thereof, to the same extent of County's license or ownership rights under this Contract; or (ii) to the extent Contractor is unable to procure such right, replace or modify the Software or other tasks, deliverables, goods, Services or other work licensed or acquired hereunder, or part(s) or component(s) thereof, with another software or product of Services, or part(s) or component(s) thereof, of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the Software or other tasks, deliverables, goods, Services or other work licensed or acquired hereunder and all parts and components become non-infringing, non-misappropriating and non-disclosing.

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

15.0 BUDGET REDUCTIONS

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

16.0 FORCE MAJEURE

Except with respect to defaults of any subcontractors, Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Paragraph 16.0 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier

17.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

17.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which will not exceed five (5) years, but may exceed five (5) years or be

permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

- 17.3 County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (a) violated a term of a contract, including this Agreement, with County or a nonprofit corporation created by County, (b) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (c) committed an act or offense which indicated a lack of business integrity or business honesty, or (d) made or submitted a false claim against County or any other public entity.
- 17.4 If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 17.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 17.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 17.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
- 17.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer

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

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

17.9 These terms shall also apply to subcontractors of County contractors.

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

<http://camispnc.co.la.ca.us/contractsdatabase/reports/SpecializedReports.asp>

18.0 COMPLIANCE WITH APPLICABLE LAW

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

18.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 18.0 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and

adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

19.0 FAIR LABOR STANDARDS

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

20.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES

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

- 20.1 Contractor shall certify to, and comply with, the provisions of Contractor's EEO certification, attached as Exhibit D to the Agreement.
- 20.2 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 20.3 Contractor certifies and agrees that it will deal with its bidders, or vendors as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.
- 20.4 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including:

- 20.4.1 Title VII, Civil Rights Act of 1964;
- 20.4.2 Section 504, Rehabilitation Act of 1973;
- 20.4.3 Age Discrimination Act of 1975;
- 20.4.4 Title IX, Education Amendments of 1973, as applicable; and
- 20.4.5 Title 43, part 17, Code of Federal Regulations, subparts a & b;

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

- 20.5 Contractor shall, with reasonable notice and during regular business hours, allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 20.0 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Paragraph 20.0 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County, constitute a material breach of the Agreement upon which County may immediately terminate the Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations such determination shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Agreement. All determinations of violations made pursuant to this Subparagraph 20.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to the Dispute Resolution Procedures.
- 20.6 The parties agree that if Contractor violates the anti-discrimination provisions of the Agreement, County shall, at its option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating the Agreement.

21.0 NONDISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in

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

22.0 EMPLOYMENT ELIGIBILITY VERIFICATION

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

22.2 Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Subparagraph 0 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder.

23.0 HIRING OF EMPLOYEES

Contractor and County agree that, during the Term and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or solicit and Project Director, Project Manager or other employee, of one party to become an employee or agent of the other party. Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Agreement, in the event that: (a) County has the right to terminate the Agreement pursuant to Paragraph 4.0 (Termination for Insolvency) of this Exhibit, (b) the Agreement is terminated by County due to Contractor's default pursuant to Paragraph

5.0 (Termination for Default) of this Exhibit, (c) without resolution acceptable to both parties, Contractor and County have followed the Dispute Resolution Procedures, or (d) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the Work as applicable.

24.0 CONFLICT OF INTEREST

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

24.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 24.0 shall be material breach of this Agreement.

25.0 RE-SOLICITATION OF BIDS, PROPOSALS, OR INFORMATION

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

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

26.0 RESTRICTIONS ON LOBBYING

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

27.0 CONSIDERATION OF HIRING GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT

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

28.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair such person's physical or mental performance.

29.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST

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

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

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

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

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

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

31.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or County's CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

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

32.0 RECYCLED-CONTENT PAPER

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

33.0 COMPLIANCE WITH JURY SERVICE PROGRAM

33.1 Jury Service Program

This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit F and incorporated by reference into and made a part of this Agreement.

33.2 Written Employee Jury Service Policy.

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

33.2.2 For purposes of this Paragraph 33.0 (Compliance with Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: (a) the lesser number is a recognized industry standard as determined by County, or (b) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 33.0 (Compliance with Jury Service Program). The

provisions of this Paragraph 33.0 (Compliance with Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

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

34.0 BACKGROUND AND SECURITY INVESTIGATIONS

34.1 At any time prior to or during the Term, County may require that all Contractor staff, subcontractors and agents of Contractor performing Work under this Agreement undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing Work under this Agreement. County shall use its discretion in determining the method of background investigation to be used, up to and including a County-performed fingerprint security clearance.

34.2 If any of Contractor's staff, subcontractors or agents do not pass the background clearance investigation, County may require that the individual immediately be removed from performing Work at any time during the Term. County will not provide to Contractor or to the individual any information obtained through County's background investigation.

34.3 County may immediately deny or terminate facility access to Contractor's staff, subcontractors or agents who do not pass such investigation(s) to the satisfaction of County, or whose background or conduct is incompatible with County facility access, at the sole discretion of County.

34.4 Disqualification, if any, of Contractor staff, subcontractors or agents pursuant to this Paragraph 34.0 shall not relieve Contractor of its obligations to complete all Work in accordance with the terms and conditions of this Agreement.

35.0 INTENTIONALLY OMITTED

36.0 INTENTIONALLY OMITTED

37.0 INTENTIONALLY OMITTED

38.0 INTENTIONALLY OMITTED

39.0 FEDERAL EARNED INCOME TAX 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 1015. Copies of the Notice can be obtained by calling 1-800-829-3676 or from the IRS website at www.irs.gov.

40.0 ASSIGNMENT BY CONTRACTOR

40.1 Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph 40.1, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties, and which may be executed by the Sheriff, on behalf of County with the written concurrence of County Counsel. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, as County's sole discretion, against the claims which Contractor may have against County.

40.2 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, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with Paragraph 40.1 of this Exhibit.

40.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any

reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

41.0 INDEPENDENT CONTRACTOR STATUS

- 41.1 The Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent Contractor.
- 41.2 County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 41.3 Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, workers' compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to the Agreement.
- 41.4 Contractor shall adhere to the provisions stated in Paragraph 3.0, Confidentiality.

42.0 RECORDS AND AUDITS

- 42.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this Paragraph 42.0 (Records and Audits), Contractor may require the non-County examiner or auditor, as the case may be, to execute a nondisclosure contract prior to any disclosure. The nondisclosure Contract shall limit the non-County entity's use of information

received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term of the Agreement and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.

- 42.2 If an audit is conducted of Contractor specifically regarding the Agreement by any Federal or State auditor, or by an auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor Controller and the County Project Director within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Agreement.
- 42.3 If, at any time during or after the Term of the Agreement, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to the County Project Director and the Contractor Project Director. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the

discretion of the County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum.

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

43.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES

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

44.0 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of the Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Agreement, except that this Paragraph 44.0 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

45.0 MOST FAVORED PUBLIC ENTITY

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

46.0 COUNTY'S QUALITY ASSURANCE PLAN

Contractor shall have an ongoing system of quality assurance and improvement, and shall keep quality control records and records of inspections conducted by Contractor. These records must include, but are not limited to, time a problem was first identified,

clear description of the problem, including corrective action taken, and time elapsed between identification and completed corrective action.

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

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

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

48.0 CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM (UNDER CONTRACT SUM PROVISION)

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

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

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

50.0 SAFELY SURRENDERED BABY LAW

50.1 Notice to Employees

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

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

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

51.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

52.0 PUBLIC RECORDS ACT

52.1 Any documents submitted by Contractor, all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records, pursuant to Paragraph 42.0 (Records and Audits) of this Agreement; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary," and which meet the definition of "Trade Secret" in California Evidence Code Section 1061. County shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

52.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records,

and/or contents of a bid/proposal marked "trade secret", "confidential", or "proprietary", Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

53.0 TRANSITIONAL JOB OPPORTUNITES PREFERENCE PROGRAM

This Agreement is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

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

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

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

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

54.0 WAIVER

No waiver by County of any breach of any provision of the Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of the Agreement shall not be construed as a

waiver thereof. The rights and remedies set forth in the Agreement shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

55.0 GOVERNING LAW, JURISDICTION, AND VENUE

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

56.0 SEVERABILITY

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

57.0 RIGHTS AND REMEDIES

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

58.0 NON EXCLUSIVITY

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

59.0 FACSIMILE

Except for the parties initial signatures to the Agreement, which must be provided in "original" form, and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on change notices or in other correspondence,

notices, etc. requiring signatures, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

60.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

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

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

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

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

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

* * * * *

Exhibit B

Statement of Work (SOW)

(Not Attached here, included as Appendix B)

Exhibit C

Price and Schedule of Payments

(Not Attached)

Exhibit D

Contractor's EEO Certification

(Not Attached)

Exhibit E1

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

(Attached)

Exhibit E2

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

(Attached)

Exhibit F

Jury Service Ordinance

(Not Attached, included as Appendix J)

Exhibit G

Safely Surrendered Baby Law

(Not Attached, included as Appendix I)

APPENDIX B

STATEMENT OF WORK

1.0 INTRODUCTION

1.1 Overview

This Statement of Work defines the Tasks and Deliverables required of the selected Contractor for the provision, implementation, hosting, maintenance, and support of an interactive web-accessible Community-Based Information System (CBIS) solution for the Los Angeles County Sheriff's Department (Department). The CBIS solution shall be a web-based application that provides demographic, health, economic, resource, and other community data to assist the Los Angeles County Sheriff's Department, Field Operations Region II, Community Oriented Policing Services (COPS) Bureau, in the identification of anti-gang needs and the development of community-based strategies to address gang-related problems. The CBIS solution shall be based upon an interactive GIS (Geographical Information System) platform to provide the Department as well as other law enforcement agencies (Participating Agencies) in Los Angeles and Orange counties access to community data.

Contractor shall provide existing web-based mapping application software, hosted and maintained on Contractor's website that will be extended and customized, as required, to create, compile, and maintain a database for use by the Department and other Participating Agencies. Specific tasks include, but are not limited to, project planning, confirmation of requirements, configuration and implementation of the application, testing, training, documentation, and implementation support. As specified in this Statement of Work, Contractor shall also be responsible for application maintenance and support subsequent to implementation of the CBIS solution.

Although Participating Agencies will provide the User Network infrastructure and End-User Hardware devices, Contractor shall provide all required Server Hardware, Operating System Software, and Application Software at their Data Center.

Any terms with the initial letter capitalized, which are not defined herein, shall have the meanings given to them in the body of the RFP or Paragraph 2, Definitions, of Appendix A, Sample Agreement, of the RFP.

1.2 Goals and Objectives

Goals and objectives of the CBIS include the following:

- *Improve the development of crime/gang strategies through the analysis of socio-economic data at the neighbor level;*

- *Provide better coordination of anti-gang services in the community resulting in a more comprehensive approach to reducing gang violence;*
- *Improve relations between law enforcement and community;*
- *Develop a geographical-based database that can be used by all local law enforcement agencies to address gang problems;*
- *Provide a flexible system that provides for the import and export of data sets useful to the law enforcement community; and*
- *Minimize development time and costs by building upon an existing system with GIS mapping capability.*

1.3 Success Factors

Critical success factors for this CBIS project include the following:

- *Executive sponsorship for this project remains strong throughout the system development life cycle;*
- *Adequate technical support resources and the network infrastructure are made available by the Department;*
- *Full cooperation and participation of LA and Orange County authorized criminal justice agencies throughout the life of the project;*
- *Deliverables are reviewed and approved without unreasonable delay;*
- *End user participation in identifying requirements, acceptance testing, and implementing CBIS are available as required throughout the life of the project;*
- *New and improved business processes are incorporated into the day-to-day operation of CBIS as an integral part of implementation;*
- *Scope control is maintained throughout the life of the project.*

1.4 CBIS Project Governance

This CBIS project will be governed by the CBIS Project Steering Committee/Advisory Committee (Project Steering Committee). All work activities related to project will be managed by the CBIS Project Team, which is managed by the County Project Manager.

2.0 TASKS AND DELIVERABLES

Task 1 Project Planning and Management

Throughout the Term of the Agreement, under the direction of the County Project Director, Contractor shall apply requisite technical and management skills and techniques to assure satisfactory, timely completion of project milestones, and establish a project control and reporting system which will provide routine and realistic assessments of progress against the approved Project Control Document's milestones and detailed work plan.

Task 1.1 Develop Project Control Document (PCD)

Contractor shall develop a PCD for Contractor and Department tasks, deliverables, and milestones. Each task to be performed by both Contractor and COPS Bureau and other Department staff must be specifically addressed in the PCD.

The PCD shall include the order in which the tasks and sub-tasks will be performed and the order in which the deliverables will be produced. The PCD shall include, at a minimum, the following:

- Work Breakdown Structure
- Installation Plan
- Requirements Review
- Configuration Plan
- Test Plan
- Training Plan
- Implementation Plan
- Production / Support plan
- Status Reporting
- Issue Escalation and Resolution
- Deliverable Review and Approval
- Change Control Management

Task 1.2. Ongoing Project Management

Contractor shall be required to manage project activities and resources and track project status. This shall include managing and tracking all issues. Contractor shall report project status on a bi-weekly basis through a Project Status Report. The Project Status Report shall be prepared on a bi-weekly basis and be presented to the County Project Manager. The report shall cover, at a minimum, project progress, plans, and outstanding issues. Contractor shall participate in monthly Project Steering Committee meetings to include a review of project accomplishments, issues, risks, and any delayed tasks/deliverables.

The Project Status Report shall include the following:

- Executive Summary – highlighting key accomplishments and issues
- Tasks completed
- Tasks delayed
- Upcoming Tasks
- Issue Log
- Deliverable Status
- Updated Detailed Work Plan

Deliverables

1.1 Project Control Document (PCD)

1.2 Project Status Reports/Ongoing Project Management

Task 2 Establish Test Environments

In support of the development of Customizations of the Core Application Software and subsequent testing, Contractor shall establish the Test Environments for system testing and user acceptance testing.

Task 2.1 Configure the Test Environments

Contractor shall install the Core Application Software, data set-up, and any Third-Party Software or toolsets which will be used for development and testing.

Contractor shall configure the Test Environments, including System Integration Test and User Acceptance Test environments. Upon completion of this Task, Test Environments shall be established to support the development of Customizations, system testing, and user acceptance testing.

Deliverables

2.1 Test Environments Configured and Ready for Testing

Task 3 Requirements Review and Confirmation

Task 3.1 Review and Confirm Requirements with Key Users

The specified requirements for CBIS will be reviewed, confirmed, and clarified by County. The review process will be conducted with the CBIS Project Team and key users to clarify expectations of the System including specific demographic and community data elements, geocode data, and navigation requirements. The specific customization requirements of Contractor's Application Software shall be

specified. This process will finalize the integration of the CBIS database with other systems of law enforcement agencies in both Los Angeles and Orange Counties.

Deliverables:

3.1 Technical Specifications and Requirements Confirmation Report

Task 4 Installation of Application Software

Task 4.1 Modify Core Application

Contractor shall modify the Core Application Software and customize the front-end user interface consistent with the required functional Specifications, by providing any required Customizations as identified in the Technical Specifications and Requirements Confirmation Report and the Functional and Technical Requirements, Appendix C. Screen design and navigation between screens shall be modified as required by County.

Task 4.2 Install Application Software

Contractor shall install the Application Software, including the Core Application Software, Customizations, and Third Party Software, in the Server Environment consistent with the requirements and Specifications set forth in this SOW, the Functional and Technical Requirements in Appendix C, and the PCD. An initial security test and audit shall also be conducted as part of this Task.

Deliverables

4.1 Customized Core Application Software

4.2 Installed Application Software

Task 5 CBIS Implementation

Task 5.1 Build Production Data

Based upon the documented requirements and specifications, Contractor shall identify and collect the required anti-gang datasets (Data) as set forth in the Functional and Technical Requirements in Appendix C. Contractor shall then clean and format the datasets. The back-end database shall be modified to incorporate the new data structures. This Task shall include the construction of mechanisms to maintain the datasets subsequent to implementation.

Task 5.2 Set Up System Environment

Contractor shall set up the System Environment to be ready for testing of the Application Software. As appropriate, prototyping of screen displays and navigation with representatives of the CBIS Project Team and from the law enforcement user community will be conducted.

Deliverables

5.1 Data Prepared for Production Use

5.2 Fully Configured Application Software

Task 6 Acceptance Tests

The testing process ensures that all components of the System Environment are thoroughly tested and that the implemented solution consists of high quality and reliable software and hardware. The System Integration Test and the User Acceptance Test (Acceptance Tests) will be conducted in the Test Environment as part of this set of Tasks and Deliverables. The initial plan to conduct testing as specified in the PCD will be revised, as required. Subsequently, the Test Plan will be finalized to meet the requirements of, and implemented for the System Integration Test and User Acceptance Test performed, and test results documented. The documented test results shall be presented to County in the form of a Results Report.

Task 6.1 Review / Revise Test Plan

Contractor shall update the CBIS Test Plan in the PCD and identify the specific testing activities to occur. The Test Plan will include activities, such as preparing test scenarios, that will be required as part of the testing process. The Test Plan shall include the following types of testing as defined in this Task:

- System Integration Test
- User Acceptance Test

Task 6.2 Conduct System Integration Test

Contractor shall prepare for and conduct the System Integration Test, consisting of integrated testing of all components of the Application Software, Operating System Software, System Server Hardware, and User Environment. This Task includes the development of test scenarios and test sequences, conducting of the test, and documenting test results. Regression testing, subsequent to the correction of any identified defects, is part of this Task. Based upon the results of these tests, Contractor shall make any changes required, and shall re-test to confirm these changes. Contractor shall certify, in writing, that the System Integration Test has been successfully completed, and that Contractor has successfully completed all required corrective actions.

Task 6.3 Support User Acceptance Test

Contractor shall assist and support the CBIS Project Team with performing the User Acceptance Test. The CBIS Project Team in conjunction with specified users will execute the test scenarios with Contractor's assistance. Defects identified and documented by the CBIS Project Team shall be corrected by Contractor in a reasonable time that will be, based on the circumstances, specified by the County Project Director. After all problems and Deficiencies are corrected, as determined by County, a final User Acceptance Test shall be conducted by the CBIS Project Team. Contractor and the County Project Director shall certify, in writing, that the User Acceptance Test has been completed, the System is acceptable, and that the System is ready for implementation.

Deliverables

6.1 Revised Test Plan

6.2 System Integration Test Results Report

6.3 User Acceptance Test Results Report

Task 7 Training and Documentation

The training and Documentation process shall be designed to ensure that required training and documentation is prepared and delivered. Training materials shall be made available to support on-going training requirements. Documentation to support operation of the System and user reference material shall also be provided.

Task 7.1 Prepare and Deliver Training

Based upon the training requirements and the Training Plan, Contractor shall conduct CBIS training requested or required by County and provide necessary training materials for trained users. The training environment and a training

database shall be established by Contractor. Contractor shall provide four (4) “train the trainer” training sessions.

Task 7.2 Produce Technical and User Documentation

Contractor shall provide the following user and technical Documentation:

- User manuals and on-line documentation available for distribution.
- Technical documentation for all aspects of the System operation.

Deliverables

7.1 Prepared training material and completed training sessions

7.2 Delivered technical and user Documentation

Task 8 Transition to Production

Contractor shall provide services to create the Production Environment using the hardware and software required for the solution that was provided by Contractor.

Task 8.1 Update Implementation Plan

This Task is an update to the Implementation Plan originally documented in the PCD. The overall strategy for the transition to Production Use shall be clearly identified. Additionally, the tasks and time frames for the transition will be reviewed and revised as necessary.

Task 8.2 Prepare System Environment

Contractor shall assist the CBIS Project Team in setting up the profiles, security, entering the initial users, and testing the user accounts to ensure security and access as specified.

Task 8.3 Cutover to Production

Contractor shall perform and complete the System cutover to Production Environment (Cutover to Production), including migration of a configured and tested System, populating and loading permanent Data to the System, and testing the integrity of such Data. As a part of the Cutover to Production, Contractor shall provide technical assistance to the CBIS Project Team making this transition. Upon completion of this Task, CBIS shall be in full Production Use with all planned functionality.

Task 8.4 System Acceptance

Contractor shall achieve System Acceptance on or before the date specified in the PCD upon the successful completion of the following:

- Cutover to Production;
- Completion and delivery of all Work and testing protocols associated with System Acceptance;
- Successful implementation of all functions and features and successful achievement of all testing protocols consistent with all Specifications have been verified by Contractor;
- County Project Director has provided Contractor with written approval of Contractor's achievement of System Acceptance; and
- All System functions have been installed, provided, and operated with no material Deficiencies for one continuous, uninterrupted ninety (90) day period.

Deliverables

- 8.1 Updated Implementation Plan
- 8.2 Prepared System Environment
- 8.3 System in Full Production Use
- 8.4 System Acceptance

Task 9 System Warranty, Maintenance and Support

System Warranty and Maintenance and Support consist of those activities related to warranty, correction of Deficiencies, and System enhancements subsequent to the System going into production. The levels of support that will be provided by Contractor, including warranty, are defined below.

Task 9.1 Provide System Warranty

Contractor shall provide System Warranty support for ninety (90) days from the date of System Acceptance (System Warranty Period), as may be extended pursuant to Paragraph 14, Warranty, of the body of the Agreement, at no additional cost to County. Warranty support shall include but not be limited to the Maintenance and Support services described in Task 9.2 below. At the end of the System Warranty Period, the System shall achieve Final System Acceptance.

Task 9.2 Provide Maintenance and Support

Commencing upon System Acceptance and for a period of one (1) year from Final System Acceptance (Initial Maintenance and Support Period), Contractor shall provide Maintenance and Support services at no cost to County beyond the

cost of System implementation. The annual Maintenance and Support may be renewed at the option of the Sheriff or his designee. Maintenance and Support shall include but shall not be limited to the following:

- Maintenance: Maintenance services shall include provision of Updates to keep current with Contractor's technology standards, industry standards, upgrades, enhancements, updates, regulatory and statutory changes, patches, bug fixes and other updates to the Application Software required to maintain the Application Software conformance with the Specifications. Maintenance shall also include (1) the provision of updated data for the required data sets as such data becomes available and (2) the uploading of new data and data sets provided by the Department.
- Support: Contractor shall (i) provide operational support for the System, including without limitation, on-line and/or telephone technical support (Help Desk) for all System problems available during normal business hours with one (1) hour or less response time, and (ii) correct any and all Deficiencies.

CBIS project staff responsibilities shall include:

- Provide Contractor with any required network access
- Provide Contractor with timely notification of any problems

Contractor shall track Application Software defects and other Deficiencies and have software patches released periodically to address these defects or other Deficiencies as part of the System Warranty and on-going Maintenance and Support services.

Deliverables

- 9.1 90-Day System Warranty Support
- 9.2 One year Maintenance and Support, which may be extended at the option of the Sheriff or his designee

3.0 **PROJECT ASSUMPTIONS**

The following project assumptions apply to this Statement of Work:

1. To the extent possible and consistent with Department business requirements, the Department will minimize the requirement for custom software modifications or enhancements to Contractor's Core Application Software.
2. Contractor staff shall perform development work at Contractor's site, but other work may be performed on-site at designated County project facilities unless otherwise authorized in writing by County Project Manager.
3. Contractor shall be responsible for providing all computing devices and software (e.g. Microsoft Office and Microsoft Project) for its staff.
4. To the extent that it is reasonable, complete Deliverable drafts submitted for County Project Manager review will undergo an iteration of feedback and revisions, provided that Contractor has adequately addressed the Department's written comments and feedback.
5. County Project Manager shall have no less than five (5) business days to review each Deliverable and provide written comments to Contractor. Contractor shall specify the planned review cycle for each Deliverable in the Project Control Document.

Appendix C

Functional and Technical Requirements

RFP FUNCTIONAL AND TECHNICAL REQUIREMENTS COMMUNITY-BASED INFORMATION SYSTEM (CBIS)

**County of Los Angeles
Sheriff's Department
Requirements Matrix**

Reference Number	Functional and Technical Requirements	Vendor Response YES/NO	Please explain how this requirement is met.
R 1.00	Proposer must provide existing application software that functions on an interactive GIS mapping platform that can display local community-based data for Los Angeles and Orange counties in an easy-to-read format.		
R 2.00	Proposer must have at least 3 years experience in the implementation and maintenance of mapping application software solutions as identified in this RFP.		
R 3.00	The existing application software must have been successfully implemented with web-based access at one or more public entities for at least one (1) year.		
R 4.00	The system must provide secure web-based access to justice agency personnel in Los Angeles and Orange counties from any PC device with internet access.		
R 5.00	The data sets must generally be subdivided by and the information searchable by the following geographical boundaries: (1) address or intersection, (2) zip code, (3) city, (4) county, (5) census boundaries, (6) SPA, (7) county health districts, (8) political boundaries, (9) LAUSD school attendance boundaries, and (10) DCFS boundaries.		

RFP FUNCTIONAL AND TECHNICAL REQUIREMENTS COMMUNITY-BASED INFORMATION SYSTEM (CBIS)

**County of Los Angeles
Sheriff's Department
Requirements Matrix**

Reference Number	Functional and Technical Requirements	Vendor Response YES/NO	Please explain how this requirement is met.
R 6.00	The geographical data sets should optionally support the capability of being subdivided into police districts.		
R 7.00	The application database must include 2008 demographic and education data at the local community/neighborhood level consisting of, but not limited to, the following (1) population - native born, naturalized, not a citizen, (2) families, (3) age, (4) ethnicity/race, (5) educational attainment-less than 9th grade, 9-12th no diploma, high school with diploma, some college, AA, BA, advanced degree, (6) language spoken at home-English, Spanish, Asian & Pacific Islander languages, other, (7) educational programs, (8) educational support services, and (9) registered voters. Data sources, currency of data, and update cycles should be identified for these data.		

RFP FUNCTIONAL AND TECHNICAL REQUIREMENTS COMMUNITY-BASED INFORMATION SYSTEM (CBIS)

**County of Los Angeles
Sheriff's Department
Requirements Matrix**

Reference Number	Functional and Technical Requirements	Vendor Response YES/NO	Please explain how this requirement is met.
R 8.00	The application database must include current health resource data at the local community/neighborhood level consisting of, but not limited to the following: (1) percent of adults 18-64 uninsured, (2) births, (3) births by mother's ethnicity/race, (4) births by mother's age, (5) health care, (6) emergency medical care, (7) general medical care, (8) health screening diagnostic services, (9) inpatient health facilities, (10) outpatient health facilities, (11) rehabilitation services, (12) specialized treatment, and (13) substance abuse services. Data sources, currency of data, and update cycles should be identified for these data.		
R 9.00	The application database must include current employment and income statistical data at the local community/neighborhood level consisting of, but not limited to, the following: (1) employment status, (2) employment status by gender, (3) employment status of two parent household with children, (4) employment status of one parent household with children, (5) employment by industry, (6) income security, (7) public assistance programs, (8) social security programs, (9) income level, (10) household income, (11) median household income, (12) persons living in poverty, (13) persons living in poverty by age, (14) ration of income to poverty level, and (15) families in poverty. Data sources, currency of data, and update cycles should be identified for these data.		

RFP FUNCTIONAL AND TECHNICAL REQUIREMENTS COMMUNITY-BASED INFORMATION SYSTEM (CBIS)

**County of Los Angeles
Sheriff's Department
Requirements Matrix**

Reference Number	Functional and Technical Requirements	Vendor Response YES/NO	Please explain how this requirement is met.
R 10.00	The application database must include housing statistical data at the local community/neighborhood level consisting of, but not limited to, the following: (1) number of housing units, (2) occupied vs vacant housing units, (3) renter vs owner occupied, (4) gross rent, (5) median gross rent, and (6) rent as percent income. Data sources, currency of data, and update cycles should be identified for these data.		
R 11.00	The application database must include death and firearms data at the local community/neighborhood level consisting of, but not limited to, the following: (1) deaths by gender, (2) deaths by age, (3) causes of death, (4) firearms deaths, (5) firearms deaths per 100,000, and (6) firearm injuries (inpatient). Data sources, currency of data, and update cycles should be identified for these data.		
R 12.00	The application database must include mental health care and counseling data at the local community/neighborhood level consisting of, but not limited to, the following: (1) counseling approaches, (2) counseling settings, (3) mental health facilities, (4) outpatient mental health care, (5) psychiatric support services, and (6) special psychiatric programs. Data sources, currency of data, and update cycles should be identified for these data.		

RFP FUNCTIONAL AND TECHNICAL REQUIREMENTS COMMUNITY-BASED INFORMATION SYSTEM (CBIS)

**County of Los Angeles
Sheriff's Department
Requirements Matrix**

Reference Number	Functional and Technical Requirements	Vendor Response YES/NO	Please explain how this requirement is met.
R 13.00	The application database must include WIC Participant data at the local community/neighborhood level consisting of, but not limited to, the following: (1) ethnicity/race, (2) preferred language, (3) years of education, (4) poverty level, (5) children's health, and (6) women's health. Data sources, currency of data, and update cycles should be identified for these data.		
R 14.00	The application database must include basic needs data at the local community/neighborhood level consisting of, but not limited to, the following: (1) food needs, (2) housing/shelter, (3) material goods, (4) temporary financial aid, and (5) transportation. Data sources, currency of data, and update cycles should be identified for these data.		

RFP FUNCTIONAL AND TECHNICAL REQUIREMENTS COMMUNITY-BASED INFORMATION SYSTEM (CBIS)

**County of Los Angeles
Sheriff's Department
Requirements Matrix**

Reference Number	Functional and Technical Requirements	Vendor Response YES/NO	Please explain how this requirement is met.
R 15.00	The application database must include organizational/community/international services data at the local community/neighborhood level consisting of, but not limited to, the following: (1) arts and culture, (2) community economic development, (3) community groups, (4) community services, (5) disaster services, (6) information services, (7) international affairs, (8) occupational and professional associations, and organizational development. Data sources, currency of data, and update cycles should be identified for these data.		
R 16.00	The application database must include criminal justice & legal services data at the local community/neighborhood level consisting of, but not limited to, the following: (1) courts, (2) criminal correctional facilities, (3) judicial services, (4) law enforcement agencies and services, (5) legal assistance, (6) legal education/information, (7) legal services, and (8) tax organizations. Data sources, currency of data, and update cycles should be identified for these data.		

RFP FUNCTIONAL AND TECHNICAL REQUIREMENTS COMMUNITY-BASED INFORMATION SYSTEM (CBIS)

**County of Los Angeles
Sheriff's Department
Requirements Matrix**

Reference Number	Functional and Technical Requirements	Vendor Response YES/NO	Please explain how this requirement is met.
R 17.00	The application database must include individual and family life data at the local community/neighborhood level consisting of, but not limited to, the following: (1) death certification/burial arrangements, (2) family surrogate/alternative living services, (3) individual and family support services, (4) leisure activities, (5) social development and enrichment, (6) spiritual enrichment, and (7) volunteer opportunities. Data sources, currency of data, and update cycles should be identified for these data.		
R 18.00	The application database must include social service and other resource data including, but not limited to, schools, parks, recreational facilities, and faith organizations at the local community/neighborhood level. Data sources, currency of data, and update cycles should be identified for these data.		
R 19.00	The application database should optionally support the following additional datasets: (1) gang injunction areas, (2) number of liquor stores, (3) vacant lots, (4) section 8 housing, (5) upcoming prevention/intervention/reentry training entered by project manager, (6) dropout rates, (7) truancy rates, and (8) average test scores by grade and school. Data sources, currency of data, and update cycles should be identified for these data.		

RFP FUNCTIONAL AND TECHNICAL REQUIREMENTS COMMUNITY-BASED INFORMATION SYSTEM (CBIS)

**County of Los Angeles
Sheriff's Department
Requirements Matrix**

Reference Number	Functional and Technical Requirements	Vendor Response YES/NO	Please explain how this requirement is met.
R 20.00	The system must have the capability for system administrators to provide proposer with new data sets and data points that can be inserted into the application database. Data sets to be imported will be provided in a standard ASCII format with delimited data.		
R 21.00	The system should be capable of exporting (downloading) data for local analysis purposes in a standard ASCII format with delimited data.		
R 22.00	The application user interface, including screen design and navigation, must be customizable.		
R 23.00	The application must be hosted in the server environment at the proposer's Data Center.		
R 24.00	The application should generally be available through web-based access on a 7/24 basis other than scheduled downtime for system maintenance.		
R 25.00	The system requires secure access including user ID's and passwords and the system must maintain audit logs of users accessing the system, minimally including user ID and date/time stamp of log on and log off times.		
R 26.00	The system should be capable of generating hard-copy output as well as on-line query.		

RFP FUNCTIONAL AND TECHNICAL REQUIREMENTS COMMUNITY-BASED INFORMATION SYSTEM (CBIS)

**County of Los Angeles
Sheriff's Department
Requirements Matrix**

Reference Number	Functional and Technical Requirements	Vendor Response YES/NO	Please explain how this requirement is met.
R 27.00	The existing application software must be configurable and customizable to meet the user requirements as identified in this RFP.		
R 28.00	The proposer must provide Help Desk support during regular business hours, Monday through Friday, 8:00 AM until 5:00 PM.		
R 29.00	The system must be capable of supporting up to 1,000 concurrent users, inclusive of all users in Los Angeles County and Orange County.		
R 30.00	The system should optionally provide the capability of generating summary statistical and management reports based upon user-defined parameters.		
R 31.00	The system should be designed in a fashion that permits future expansion to other regions within California.		
R 32.00	All passwords and other sensitive data must be encrypted while traversing the internet.		

APPENDIX D

REQUIRED FORMS

COMMUNITY-BASED INFORMATION SYSTEM (CBIS)

**APPENDIX D
REQUIRED FORMS
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9	ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS
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11	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION
12	CBIS PRICE SHEET
13	CERTIFICATION OF INDEPENDENT PRICE DETERMINATION & ACKNOWLEDGEMENT OF RFP RESTRICTIONS
14	CHARITABLE CONTRIBUTIONS CERTIFICATION

REQUIRED FORMS - EXHIBIT 1
PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Page 1 of 3

Please complete, date and sign this form and place it as the **first page** of your bid. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in an Agreement. (Additional instructions may be found on page 3 of this Affidavit.)

1. If your firm is a corporation or a limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

_____	_____	_____
Name	State	Year Inc.

2. If your firm is a partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA
_____	_____	_____
_____	_____	_____

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? ____ If yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
_____	_____
_____	_____

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.4 - Minimum Mandatory Requirements, of this Request for Proposals, as listed below.

Check the appropriate boxes:

- 1.4.1 Proposer must provide existing application software that functions on an interactive GIS mapping platform capable of displaying local data for Los Angeles and Orange counties.
☐ Yes ☐ No
- 1.4.2 Proposer must have at least 3 years experience in the implementation and maintenance of mapping application software solutions as identified in Appendix B, Statement of Work and Appendix C, Functional and Technical Requirements.
☐ Yes ☐ No
- 1.4.3 Proposer must have successfully implemented a mapping system solution with web-based access for a public entity that has been in operation for at least one year.
☐ Yes ☐ No
- 1.4.4 Proposer must provide two (2) references, one of which must be from a public entity, describing an implementation similar to the system defined in this RFP. Proposer must submit written documents for each reference collectively validating the requested experience, as stated in 1.4.1, 1.4.2, and 1.4.3.
☐ Yes ☐ No
- 1.4.5 Proposer must submit a proposal that does not exceed \$186,904 inclusive of system support for the first year of the Agreement.
☐ Yes ☐ No
- 1.4.6 Proposer must comply with the RFP format and requirements set forth in the Proposal Submission Requirements, Section 2.0, of this RFP when submitting its proposal.
☐ Yes ☐ No

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this bid are made, the bid may be rejected. The evaluation and determination in this area shall be at the Sheriff's sole judgment and his/her judgment shall be final.

Proposer's Name: _____

Address: _____

E-mail address: _____ Telephone number: _____

Fax number: _____

On behalf of _____ (Proposer's name), I _____
(Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

Internal Revenue Service
Employer Identification Number

Title

Business License Number & State

Date

County WebVen Number

Additional Instructions:

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

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

Required Support Documents:

Corporations or Limited Liability Company (LLC):

The Proposer must submit the following documentation with the bid:

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

Limited Partnership:

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

REQUIRED FORMS - EXHIBIT 2
PROSPECTIVE CONTRACTOR REFERENCES

Contractor's Name: _____

List two (2) references from two different companies where the same or similar scope of services as described in this solicitation were provided in order to meet the Minimum Requirements as stated in Paragraph 1.4 of this RFP.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
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 of all public entities and County contracts for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
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 of all contracts that have been terminated within the past three (3) years.

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

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 bids submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in Number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of Number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in Number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Proposer Name

Proposer Official Title

Official's Signature

REQUIRED FORMS - EXHIBIT 6

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer's organization have and will comply with it during the bid process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature:_____

Date:_____

County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form

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

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

☐ **I AM NOT** ☐ A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.

☐ **I AM** _____

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number : _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Non-Profit ☐ Franchise
☐ Other (Please Specify) _____

Total Number of Employees (including owners): _____

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

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

Print Authorized Name	Authorized Signature	Title	Date

REQUIRED FORMS - EXHIBIT 8

PROPOSER'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)

EEO CERTIFICATION

REQUIRED FORMS - EXHIBIT 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 bid.

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 #: _____

REQUIRED FORMS - EXHIBIT 10

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Invitation for Bids is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. **Refer to Exhibit A, Additional terms and Conditions, Paragraph 33.0, Compliance with Jury Service Program.** All Bidders, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS – EXHIBIT 11

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME:		
COMPANY ADDRESS:		
CITY:	STATE:	ZIP CODE:

I hereby certify that I meet all the requirements for this program:

My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (*attach IRS Determination Letter*);

I have submitted my three most recent annual tax returns with my application;

I have been in operation for at least one year providing transitional job and related supportive services to program participants; and

I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

REQUIRED FORMS - EXHIBIT 13

***CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
& ACKNOWLEDGEMENT OF RFP RESTRICTIONS***

- A. By submission of this proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME

PHONE NUMBER

_____	_____
_____	_____
_____	_____

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this bid.

Name of Firm

Print Name of Signer

Title

Signature

Date

REQUIRED FORMS - EXHIBIT 14

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)

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT**

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

CONTRACTOR NAME

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

Initials of Signer _____

Contractor Name _____ Contract No. _____

Employee Name _____

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

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

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

CONTRACTOR NAME

Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

Initials of Signer _____

Contractor Name _____ Contract No. _____

Non-Employee Name _____

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CBIS PRICE SHEET

EXHIBIT 12

Tasks and Deliverables		Fixed Rate	Notes
Task 1	Project Planning and Management		
Task 2	Technical Architecture		
Task 3	Requirements Review and Confirmation		
Task 4	Installation of Application Software		
Task 5	CBIS Implementation		
Task 6	Acceptance Tests		
Task 7	Training and Documentation		
Task 8	Transition to Production		
Task 9	System Warranty, Maintenance and Support*	N/C	
	Subtotal: System Implementation Cost		Cost cannot exceed \$186,904
	Maintenance & Support Option Year 1*		
	Maintenance & Support Option Year 2*		
	Maintenance & Support Option Year 3*		
	GRAND TOTAL		
*Rates inclusive of any and all License fees			

APPENDIX E

TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

TRANSMITTAL FORM TO REQUEST A RFP SOLICITATION REQUIREMENTS REVIEW

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

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

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

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Vendor must explain in detail the factual reasons for the requested review.
(Attach additional pages and supporting documentation as necessary.)

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Vendor: _____

APPENDIX F

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

COUNTY OF LOS ANGELES

POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

APPENDIX G

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

Print current list of Debarred Contractors from the Contract Database. List may be obtained by going to:

<http://camispnc.co.la.ca.us/contractsdatabase/reports/SpecializedReports.asp>

Click on 'Contractors' / click on 'Select a report' / select 'Debarred Contractors' / click on 'Go!'

APPENDIX H

FEDERAL EARNED INCOME CREDIT (IRS 1015)

IRS NOTICE 1015

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



Department of the Treasury
 Internal Revenue Service

Notice 1015

(Rev. December 2007)

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

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2007 are less than \$39,783 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2008.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3876.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2007 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2007 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2007 and owes no tax but is eligible for a credit of \$825, he or she must file a 2007 tax return to get the \$825 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2008 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015 (Rev. 12-2007)
 Oct. No. 200801

APPENDIX I

SAFELY SURRENDERED BABY LAW

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

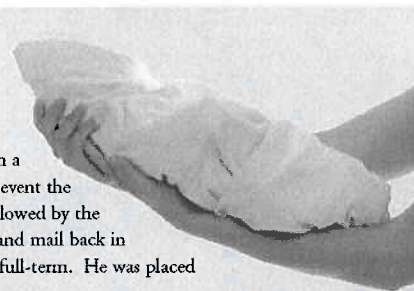
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

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

www.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.

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

www.babysafela.org

¿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 brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete 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?

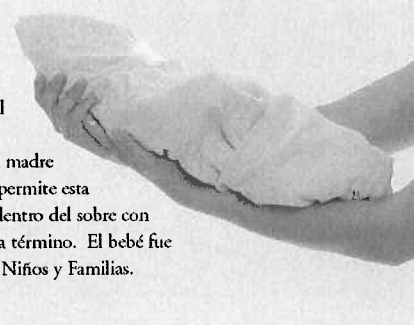
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿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 brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



APPENDIX J

JURY SERVICE ORDINANCE

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
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CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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)