



COUNTY OF LOS ANGELES

REQUEST FOR PROPOSALS

FOR

JRIC (JOINT REGIONAL INTELLIGENCE CENTER)

ANALYST SERVICES

RFP #455-SH

FEBRUARY 9, 2012

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

NOTICE TO RFP PROPOSERS

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

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

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1.0 INTRODUCTION

1.1 Purpose

The County of Los Angeles (County) is issuing this Request for Proposals (RFP) to solicit proposals for an Agreement from qualified vendors (Proposers) who can provide intelligence analysts to perform a wide range of services and capabilities for the County Sheriff's Department (Department) Joint Regional Intelligence Center (JRIC). JRIC, the Fusion Center for the Central District of California, is a terrorism prevention and response center. JRIC operates with the use of intelligence analysts who are subject-matter experts in counter-terrorism, including domestic terrorism, international terrorism, and critical infrastructure. The intelligence analysts are the backbone of every Fusion Center, as they analyze patterns, trends, and evidence of organized criminal activity for use by first responders and public safety executives.

JRIC's current cadre of intelligence analysts are contracted by the State of California (State) to provide services to JRIC. JRIC has a need for additional intelligence analysts to supplement existing staff in processing the large volume of intelligence information collected, and to improve JRIC's role in support of first responders.

The services under this Agreement will be funded in whole, or in part, by a grant from the U.S. Department of Homeland Security, through the Office of Grants and Training, via Subrecipient Agreement Number C-118631 between the County and the City of Los Angeles for the Fiscal Year 2009 Urban Areas Security Initiative (UASI) Grant Program.

The County currently seeks eight (8) highly trained and experienced intelligence analysts, one (1) of whom shall serve as systems intelligence analyst, who shall be the computer network systems administrator assigned to JRIC. It is anticipated however that future grants may allow for the provision of additional intelligence analysts under this Agreement, and the number of intelligence analysts may double in the second year of the Term of the Agreement or otherwise.

1.2 Overview of Solicitation Document

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

- **INTRODUCTION:** Specifies the Proposer's Minimum Mandatory Requirements, provides information regarding some of the requirements of the Agreement, and explains the solicitation process.
- **PROPOSAL SUBMISSION REQUIREMENTS:** Contains instructions to Proposers in how to prepare and submit their proposal.
- **EVALUATION CRITERIA AND SELECTION PROCESS:** Explains how proposals will be evaluated and selected.
- **APPENDICES:**
 - **A SAMPLE AGREEMENT:** Sets forth the terms and conditions of the Agreement.
 - **B STATEMENT OF WORK (SOW):** Explains in detail the required services to be performed under the Agreement.
 - **C PRICE AND SCHEDULE OF PAYMENTS:** Proposer must provide a price schedule of firm fixed costs for the Term of the Agreement.
 - **D REQUIRED FORMS:** Forms contained in this section must be completed by the Proposer and included in the proposal.
 - **E TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to County to request a Solicitation Requirements Review.
 - **F COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS:** County policy.
 - **G LINK TO 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 JURY SERVICE ORDINANCE:** County Code.
 - **I SAFELY SURRENDERED BABY LAW:** County program.
 - **J FEDERAL EARNED INCOME TAX CREDIT, IRS NOTICE 1015:** Provides information on Federal Earned Income Credit.
 - **K DEFAULTED PROPERTY TAX REDUCTION PROGRAM:** County Code.

1.3 Terms and Definitions

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

1.4 Minimum Mandatory 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, in its entirety, and throughout this RFP are invited to submit proposals, provided they meet the following Minimum Mandatory Requirements.

Failure of a Proposer to meet all of the Minimum Mandatory Requirements may result in the elimination of the proposal from further consideration (see Section 3.2, Adherence to Minimum Mandatory Requirements. of this RFP).

Proposals must include all required documentation, including references set forth on Appendix D, Required Forms, Exhibit 2, Prospective Contractor's References, of this RFP to substantiate that the Proposer meets the following Minimum Mandatory Requirements:

1.4.1 Proposer must demonstrate a minimum of five (5) years of experience providing analysts specializing in counter-terrorism intelligence in support of local, state, and federal law enforcement agencies. Experience must be comparable to the services identified in Appendix B, Statement of Work, of this RFP.

1.4.2 Proposer must demonstrate a minimum of five (5) years of experience providing intelligence analysts to perform services in United States Department of Homeland Security-sponsored Fusion Centers.

1.5 County Rights & Responsibilities

The County has the right to amend this RFP by written addendum. The County is responsible only for that which is expressly stated in this solicitation document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization which County records indicate has received this RFP and shall be posted on the Department's website at: http://www.lasdhq.org/lasd_contracts/info.html (underscore between "lasd" and "contracts"). Should such addendum require additional information not previously requested, failure to address the requirements of such addendum, within the time frame specified by the County, may result in the proposal not being considered, as determined in 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.

1.6 Agreement Term

- 1.6.1 The Term of the Agreement is expected to commence upon execution of the Agreement by the County Board of Supervisors and shall continue for a period of one (1) year, unless sooner terminated or extended as provided in the Agreement.
- 1.6.2 Following the Initial Term, the County may extend the Term of the Agreement for up to four (4) additional one-year periods (each an Option Term), for a total Term not to exceed five (5) years. Option Term extensions shall be exercised at the sole and absolute discretion of the County.

1.7 Agreement Price

- 1.7.1 The Contractor shall agree to a firm, fixed price for the full scope of work defined in Appendix B, Statement of Work, of this RFP for the Term of the Agreement, set forth in Section 1.6 of this RFP. See Section 2.7.6, Proposed Price, of this RFP, and Appendix C, Price and Schedule of Payments, of this RFP.
- 1.7.2 Payments for Work provided under the Agreement shall be made in accordance with Appendix A, Sample Agreement, Section 10, Invoices and Payments, of this RFP.

1.8 Services and Deliverables

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

1.9 Contact with County Personnel

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

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

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

determination, may disqualify Proposer and their proposal from further consideration.

1.10 Final Agreement Award by the Board of Supervisors

Notwithstanding a recommendation of a department, agency, individual, or other, the County Board of Supervisors retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant agreement, and to determine which proposal best serves the interests of 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.

1.11 Mandatory Requirement to Register on County's WebVen

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

1.12 County Option to Cancel RFP and/or Reject Proposals

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

1.13 Protest Policy Review Process

1.13.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services agreement, as described in Section 1.13.3, Grounds for Review, below. Additionally, any actual Proposer may request a review of a disqualification or of a proposed agreement award under such a solicitation, as described respectively in the Sections below. 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 agreement award, as the case may be.

1.13.2 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.

1.13.3 Grounds for Review

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

- Review of Solicitation Requirements (Reference Sub-paragraph 2.4, Solicitation Requirements Review, in the Proposal Submission Requirements Section of this RFP)
- Review of a Disqualified Proposal (Reference Sub-paragraph 3.4, Disqualification Review, in the Selection Process and Evaluation Criteria Section of this RFP)
- Review of Proposed Contractor Selection (Reference Sub-paragraph 3.7, Department's Proposed Contractor Selection Review, in the Selection Process and Evaluation Criteria Section of this RFP)

1.14 Notice to Proposers Regarding the Public Records Act

1.14.1 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 agreement negotiations and obtains a letter from an authorized officer of the recommended Proposer that the negotiated agreement is a firm offer of the recommended Proposer, which shall not be revoked by the recommended Proposer pending the Department's completion of the process under County Policy No. 5.055 and approval by the Board of Supervisors (Board) and (b) with respect to each Proposer requesting a County Review Panel, the County Review Panel convenes as a result of each Proposers' request to do so, and (c) with respect to all other Proposers, the Department recommends the recommended Proposer(s) to the Board and such recommendation appears on the Board agenda. Proposals submitted in response to this solicitation become a matter of public record, with the exception of those parts of each proposal which are justifiably defined by the Proposer as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

1.14.2 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. **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 bid/proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.

1.15 Indemnification and Insurance

Contractor shall be required to comply with the indemnification provisions contained in Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Paragraph 12.0, Indemnification and Insurance, and Paragraph 13.0, Intellectual Property Indemnification, of this RFP. Contractor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Paragraph 12.0, Indemnification and Insurance, of this RFP.

1.16 Injury & Illness Prevention Program (IIPP)

Contractor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

1.17 Background and Security Investigations

All Contractor staff performing work under this Agreement may be required to undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing work under any resultant Agreement. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation. County may at any time require Contractor to do a more detailed background and security investigation of Contractor's staff at Contractor's expense, unless otherwise specified by County Project Director.

1.18 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer shall certify that he/she is aware of and has read Section

2.180.010 of the Los Angeles County Code as stated in Appendix D, Required Forms, Exhibit 5, Certification of No Conflict of Interest, of this RFP.

1.19 Determination of Proposer Responsibility

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

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

1.19.3 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.

1.19.4 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.

1.19.5 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.

1.19.6 These terms shall also apply to proposed subcontractors of Proposers on County agreements.

1.20 Proposer Debarment

1.20.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County 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.

1.20.2 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.

1.20.3 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.

1.20.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

1.20.5 If a Proposer has been debarred for a period longer than five (5) years, that Proposer may, after the debarment has been in effect for at least five

(5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. 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.

1.20.6 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.

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

1.20.8 These terms shall also apply to proposed subcontractors of Proposers on County agreements.

1.20.9 Appendix G, Link to Listing of Contractors Debarred in Los Angeles County, of this RFP provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

1.21 Gratuities

1.21.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion or statement that 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.

1.21.2 Proposer Notification to County

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

1.21.3 Form of Improper Consideration

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

1.22 County's Quality Assurance Plan

After Agreement award, the County or its agent will evaluate Contractor's performance under the Agreement on at least an annual basis. Such evaluation will include assessing Contractor's compliance with all terms in the Agreement and performance standards identified in Exhibit B, Statement of Work, of the Agreement. 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 Agreement in whole or in part, or impose other penalties as specified in the Agreement.

1.23 County Policy on Doing Business with Small Business

1.23.1 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.

1.23.2 The Local Small Business Enterprise Preference Program requires the Company to complete a certification process. This program and how to

obtain certification are further explained in Section 1.25, Local Small Business Enterprise Preference Program, of this RFP.

1.23.3 The Jury Service Program provides exceptions to the Program if a company qualifies as a Small Business. Further explanation of this Program is provided in Section 1.24, Jury Service Program, of this RFP.

1.23.4 The County also has a Policy on Doing Business with Small Business that is stated in Appendix F, County of Los Angeles Policy on Doing Business with Small Business, of this RFP.

1.24 Jury Service Program

The prospective agreement 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 Appendix H, Jury Service Ordinance, of this RFP and the pertinent jury service provisions of Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Paragraph 32.0, Compliance with Jury Service Program, of this RFP, both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their subcontractors. Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

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

1.24.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program

defines “Contractor” to mean a person, partnership, corporation or other entity which has an agreement with 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 agreements or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Agreement is less than \$500,000, and, 3) is not an “affiliate or subsidiary of a business dominant in its field of operation”. The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

- 1.24.3** If a Contractor does not fall within the Jury Service Program’s definition of “Contractor” or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in Appendix D, Required Forms, Exhibit 10, County of Los Angeles Contractor Certification Form and Application for Exception, of this RFP 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.

1.25 Local Small Business Enterprise Preference Program

- 1.25.1** 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 2.204.030C.2 of the Los Angeles County Code.
- 1.25.2** A business which is certified as small by the Small Business Administration (SBA) or which is registered as small on the federal Central Contractor Registration database may qualify to request the Local SBE Preference in a solicitation.
- 1.25.3** Businesses must complete and submit Appendix D, Required Forms, Exhibit 7, Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form, of this RFP with their proposal. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain the Local SBE Preference.

1.26 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.

1.27 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, of this RFP. Failure of the Proposer to provide this information may eliminate its proposal from any further consideration.

1.28 Transitional Job Opportunities Preference Program

1.28.1 In evaluating proposals, 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.

1.28.2 Transitional Job Opportunities vendors must request the preference in their solicitation response and may not receive the preference until their certification has been affirmed by the applicable department. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a Proposer that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.

1.28.3 To request the Transitional Job Opportunities Preference, Proposer must complete Appendix D, Required Forms, Exhibit 11, Transitional Job Opportunities Preference Application, of this RFP and submit it along with all supporting documentation with their proposal.

1.29 Safely Surrendered Baby Law

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

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

Proposers shall: 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any agreement that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of an agreement or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202), as set forth in Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Paragraph 30.0, Contractor's Warranty of Adherence to County's Child Support Compliance Program, of this RFP.

1.31 Notice to Proposers Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Proposer to review the ordinance independently as the text of said ordinance is

not contained within this RFP. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by 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 Appendix D, Required Forms, Exhibit 6, Familiarity with the County Lobbyist Ordinance Certification, of this RFP as part of their proposal.

1.32 Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Appendix J, Federal Earned Income Tax Credit, IRS Notice 1015, of this RFP.

1.33 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration for agreement award, Proposers shall demonstrate a proven record of hiring participants in 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 Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for agreement award. Proposers shall complete and return the form provided in Appendix D, Required Forms, Exhibit 9, Attestation of Willingness to Consider GAIN/GROW Participants, of this RFP along with their proposal.

1.34 Recycled-Content Paper

Proposer shall be required to comply with the County's policy on recycled-content paper as specified in Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Paragraph 31.0, Recycled-Content Paper, of this RFP.

1.35 Confidentiality and Independent Contractor Status

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

Agreement, Exhibit A, Additional Terms and Conditions, Paragraph 40.0, Independent Contractor Status, of this RFP.

1.36 Defaulted Property Tax Program

1.36.1 The prospective Agreement is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read Appendix K, Defaulted Property Tax Reduction Program Ordinance, and the pertinent provisions of Appendix A, Sample Agreement, Paragraph 62.0, Warranty of Compliance with County's Defaulted Property Tax Reduction Program, and Paragraph 63.0, Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program, of this RFP, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their subcontractors.

1.36.2 Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Appendix D, Required Forms, Exhibit 12, Certification of Compliance with the County's Defaulted Property Tax Reduction Program, of this RFP. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

1.36.3 Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

1.37 SPARTA Program

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

2.0 PROPOSAL SUBMISSION REQUIREMENTS

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

2.1 County Responsibility

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 County's sole judgment and its judgment shall be final.

2.3 RFP Timetable

The timetable for this RFP is as follows:

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

The dates may be changed at any time as determined by the County.

2.4 Solicitation Requirements Review

2.4.1 Any person or entity may seek a Solicitation Requirements Review by submitting Appendix E, Transmittal Form to Request a Solicitation Requirements Review, of this RFP, along with supporting documentation, to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review may be denied, in the County's sole discretion, if the request does not satisfy all of the following criteria:

- The request for a Solicitation Requirements Review is received by the County by the date specified in Bulletin #1;

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

2.4.2 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.

2.4.3 All requests for a Solicitation Requirements Review shall be submitted to:

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

2.5 Proposers' Questions

2.5.1 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. All questions, without identifying the submitting Proposer, will be compiled with the appropriate answers and issued as an addendum to the RFP. The addendum will be made available to all Proposers, in addition to being posted on the Department's Website at http://www.lasdhq.org/lasd_contracts/info.html.

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

2.5.3 Questions may address concerns that the application of the minimum requirements, evaluation criteria, and/or business requirements would unfairly disadvantage Proposers or, due to unclear instructions, may result in the County not receiving the best possible responses from Proposer.

2.5.4 Questions shall be submitted to:

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

2.6 Preparation of the Proposal

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

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

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

2.7 Proposal Format

The proposal must be bound and submitted in the prescribed format with content and sequence of the proposal as follows:

2.7.1 Proposer's Organization Questionnaire/Affidavit and Required Support Documentation

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

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

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

Required Support Documents:

Corporations or Limited Liability Company (LLC):

The Proposer must submit the following documentation with the proposal:

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

Limited Partnership:

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

2.7.2 Table of Contents

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

2.7.3 Executive Summary (Section A)

The proposal shall include an Executive Summary of the Proposer's understanding of the project. The Executive Summary shall condense and highlight the contents of the proposal to provide the County with a broad understanding of the Proposer's approach, qualifications,

experience, and staffing. The Executive Summary shall be used as the County's orientation to the proposal.

2.7.4 Proposer's Qualifications (Section B)

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

- Proposer name, local contact name, telephone number, fax number and e-mail address;
- Location of office;
- The number and type of staff;
- Description in narrative format as to how Proposer's organization is organized to manage projects similar to this Agreement. Proposer shall also provide an organization chart;
- Description of Proposer's hiring process that includes details of each step. The description shall include, but not be limited to, hiring requirements, background checks, discipline policy, and termination policy;
- Resume(s) of company key personnel to be involved in this project, i.e. Contractor Project Director, Contractor Project Manager, and selected project staff (i.e. intelligence analysts);
- Proposer must provide names, addresses, and phone numbers of all persons authorized to represent and bind company.

The following sections must be included in Section B, Proposer's Qualifications, of the proposal:

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

Proposer must provide specific details of relevant background information and experience to demonstrate that the Proposer meets the minimum requirement(s) stated in Paragraph 1.4, Minimum Mandatory Requirements, of this RFP, and has the capability to perform the required services as a corporation or other entity. Proposer must demonstrate a thorough understanding of law enforcement information technology systems, infrastructure, and policies. Proposer must demonstrate that they are capable of

providing intelligence analysts who have demonstrated success in forging alliances with public safety agencies throughout California.

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

This section of the proposal must contain three (3) references to substantiate that the Proposer (a) meets the Minimum Mandatory Requirements indicated in Paragraph 1.4, Minimum Mandatory Requirements, of this RFP, and (b) has a satisfactory performance record in comparable projects. 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. The same references may be listed on both Appendix D, Required Forms, Exhibit 2, Prospective Contractor References, and Appendix D, Required Forms, Exhibit 3, Prospective Contractor List of Contracts.

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 of three (3) contact attempts. It is the Proposer's responsibility to inform the point of contact that reference checks will be conducted during normal business hours.

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

Proposer shall complete and include the following Appendix D, Required Forms, of this RFP in Section B.2 of the proposal:

- Exhibit 2, Prospective Contractor References—Proposer must provide three (3) references where the same or similar scope of services was provided. References must be able to substantiate how many intelligence analysts have been provided and in what areas they worked.

- Exhibit 3, Prospective Contractor List of Contracts—The list must include all government and County contracts for the last three (3) years. Use additional sheets if necessary.
- Exhibit 4, Prospective Contractor List of Terminated Contracts—The list must include contracts terminated within the past three (3) years with a reason for termination.

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

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

Failure or refusal to report pending litigation, threatened litigation, or judgments may result in proposal being found non-responsive, and the proposal may be rejected without further review at County's absolute and sole discretion.

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

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

Proposer shall provide copies of the Proposer's **AUDITED** financial statements for fiscal years 2008, 2009, and 2010 prepared in compliance with Generally Accepted Accounting Principles (GAAP). Statements should include the company's assets, liabilities, and net worth. At a minimum, Proposer shall include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), and the Retained Earnings Statement. Income Tax Returns shall not be accepted to meet these requirements. **Financial statements will be kept confidential if so stamped on each page.**

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

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

Proposer shall present a detailed description of the methodology the Proposer will use to meet the Work requirements. Proposer shall describe in detail how the services will be performed to meet the intent of Appendix B, Statement of Work, of this RFP. This section must include, but is not limited to, how the Work or requirements will be met, and what resources (staffing) the Proposer has, or plans to have to perform the Work requirements, including management and training for the staff performing the required Work. Reiteration of the requirements of Appendix A, Sample Agreement, and Appendix B, Statement of Work, of this RFP, without further discussion, is not sufficient.

2.7.6 Proposed Price (Section C.1)

Proposer shall complete and include Appendix C, Price and Schedule of Payments, of this RFP in Section C.1 of the proposal consistent with Paragraph 1.7, Agreement Price, of this RFP. Proposer shall provide firm, fixed prices for each analyst for each year of the Term, as shown on Appendix C, Price and Schedule of Payments, of this RFP.

2.7.7 Proposer's Quality Control Plan (Section D)

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

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

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

- Documentation methods of all monitoring results, including any corrective action taken.

2.7.8 Acceptance of/or Exceptions to: Terms and Conditions in Sample Agreement, including Additional Terms and Conditions, and Requirements of the Statement of Work (Section E)

- A. It is the duty of every Proposer to thoroughly review Appendix A, Sample Agreement, including Exhibit A, Additional Terms and Conditions; and Appendix B, Statement of Work, of this RFP to ensure compliance with all terms, conditions, and requirements. It is the County's expectation that in submitting a proposal the Proposer will accept, as stated, the County's terms and conditions in Appendix A, Sample Agreement, including Exhibit A, Additional Terms and Conditions, and the County's requirements in Appendix B, Statement of Work, of this RFP. Unless expressed otherwise by the Proposer in its proposal, each Proposer is deemed to have accepted, as stated, the County's terms and conditions in Appendix A, Sample Agreement, including Exhibit A, Additional Terms and Conditions, and the County's requirements in Appendix B, Statement of Work, of this RFP. However, Proposers are provided the opportunity to take exceptions to the County's terms, conditions, and requirements only in Section E of its proposal subject to the terms stated below.
- B. Section E of Proposer's response must also include:
1. A statement offering the Proposer's acceptance of, or exceptions to, all terms and conditions listed in Appendix A, Sample Agreement, including Exhibit A, Additional Terms and Conditions, of this RFP; and
 2. A statement offering the Proposer's acceptance of, or exceptions to, all requirements listed in Appendix B, Statement of Work, of this RFP; and
- C. For each exception, the Proposer shall provide:
- A citation by specific document, section, and page number for each exception;
 - An explanation of the reason(s) for the exception;
 - The proposed alternative language as a "redline" against the original language for County's consideration; and
 - A description of the impact, if any, to the Proposer's proposal.

- D. Failure to adhere to the above procedure may, at County's discretion, render the proposal non-responsive. The County relies on this procedure to evaluate and consider Proposer's exceptions. Any proposer that fails to make timely exceptions as required herein may be barred, at the County's sole discretion, from later making such exceptions.
- E. The County reserves the right to determine if Proposer's exceptions are substantially material so as to deem the proposal non-responsive and not subject to further evaluation. The County reserves the right to make changes to Appendix A, Sample Agreement, including Exhibit A, Additional Terms and Conditions, of this RFP; and Appendix B, Statement of Work, of this RFP; including any attachments and Exhibits at County's sole discretion.

2.7.9 Proposal Required Forms (Section F)

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

Exhibit 5 Certification of No Conflict of Interest

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

Exhibit 6 Familiarity with the County Lobbyist Ordinance Certification

Proposer shall certify that Proposer is 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 and otherwise.

Exhibit 7 Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

Proposer shall complete and submit this form with the proposal.

Exhibit 8 Proposer's EEO Certification

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

Exhibit 9 Attestation of Willingness to Consider GAIN/GROW Participants

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. Proposer shall also attest to a willingness to provide employed GAIN/GROW participants access to Proposer's employee mentoring program, if available.

Exhibit 10 County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception

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

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

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

Exhibit 12 Certification of Compliance with the County's Defaulted Property Tax Reduction Program

Proposer shall complete and submit this form with the proposal.

Exhibit 13 Certification of Independent Price Determinations & Acknowledgement of RFP Restrictions

Proposer shall complete and submit this form with the proposal.

2.7.10 Proof of Insurability (Section G)

Proposer must provide proof of insurability that meets all insurance requirements set forth in Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Paragraph 12.0, Indemnification and Insurance, of this RFP. If a Proposer does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Proposer be awarded an Agreement may be submitted with the proposal.

2.8 Proposal Submission

2.8.1 The proposal submission must contain the following materials:

- Original proposal
- Five (5) numbered photocopies of the proposal
- Two (2) electronic copies of the proposal on compact disc (CD)

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

**"REQUEST FOR PROPOSALS (RFP)
FOR JRIC ANALYST SERVICES
RFP NO. 455-SH"**

2.8.3 The proposal shall be delivered or mailed to:

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

2.8.4 **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 proposal due date and time for receipt of proposals, as specified in Bulletin #1 or any addendum amending the proposal due date and time, will not be accepted and will be returned to the Proposer unopened without further consideration. Timely hand-delivered proposals are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.**

2.9 Proposal Withdrawals/Corrections

2.9.1 All proposals shall be firm offers and may not be withdrawn for a period of two hundred seventy (270) days following the proposal submission deadline set forth in Section 2.3, RFP Timetable, of this RFP. In the event the County is unable to complete successful negotiations and enter into an Agreement within the two hundred seventy (270) 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 may be removed from consideration.

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

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

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

3.0 SELECTION PROCESS AND EVALUATION CRITERIA

3.1 Selection Process

- 3.1.1 The County will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. The County reserves the sole right to judge the contents and presentation of the proposals submitted in response to this RFP and to review, evaluate, and select the successful proposal, if any.
- 3.1.2 Evaluation of the proposals will be made by an Evaluation Committee selected by the Department. The Evaluation Committee will evaluate the proposals and will use the evaluation approach described herein to select a prospective Contractor. All proposals will be evaluated based on the criteria listed below. All proposals will be scored and ranked in numerical sequence from high to low. The County may also, at its option, invite proposers being evaluated to make a verbal presentation or conduct site visits, if appropriate. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.
- 3.1.3 After a prospective Contractor has been selected, the County and the prospective Contractor will negotiate an Agreement for submission to the Board of Supervisors for its consideration and possible approval. If a satisfactory Agreement cannot be negotiated, the County may, at its sole discretion, begin contract negotiations with the next qualified proposer who submitted a proposal, as determined by the county.
- 3.1.4 The recommendation to award an Agreement will not bind the Board of Supervisors to award an Agreement to the prospective Contractor.
- 3.1.5 The County retains the right to select a proposal other than the proposal receiving the highest number of points if County determines, in its sole discretion, another proposal is the most overall qualified, cost-effective, responsive, responsible and in the best interests of the County.

3.2 Adherence to Minimum Mandatory Requirements (Pass/Fail)

- 3.2.1 County shall review Appendix D, Required Forms, Exhibit 1, Proposer's Organization Questionnaire/Affidavit, of this RFP and the appropriate supporting documentation to determine if the Proposer meets the Minimum Mandatory Requirements as outlined in Paragraph 1.4, Minimum Mandatory Requirements, of this RFP.
- 3.2.2 Failure of the Proposer to meet the Minimum Mandatory Requirements may eliminate its proposal from any further consideration. The County

may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

3.3 Adherence to Format (Pass/Fail)

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

3.4 Disqualification Review

- 3.4.1 A proposal may be disqualified from consideration because the County determined it was non-responsive at any time during the review/evaluation process. If the County determines that a proposal is disqualified due to non-responsiveness, the County shall notify the Proposer in writing.
- 3.4.2 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.
- 3.4.3 A request for a Disqualification Review 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 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 County'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.
- 3.4.4 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 Criteria

All proposals will be evaluated based on the evaluation factors listed below. All proposals will receive a composite score totaling up to one hundred percent (100%) of the maximum allowable points and will be ranked in numerical sequence from high to low. The County may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

The components of each evaluation area are described below at a general level.

3.5.1 Proposer's Qualifications (40%)

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 Section B.1, Proposer's Background and Experience, of the proposal.

Proposer will be evaluated on the verification of references provided in Section B.2, Proposer's References, of the proposal. In addition to the references provided, a review will include the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts, and a review of terminated contracts. The review process may result in point deductions.

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

A review will be conducted to determine Proposer's financial stability and financial capability to perform the required services based upon the audited financial statements provided in Section B.4, Proposer's Financial Capability, of the proposal. A subject matter expert will be utilized to evaluate the financial stability of the proposer.

3.5.2 Proposer's Approach to Provide Required Deliverables and Services (30%)

The Proposer will be evaluated on its detailed description of the methodology to be used to meet the County's requirements based on the information provided in Section C, Proposer's Approach to Provide Required Services, and Section D, Proposer's Quality Control Plan, of the proposal.

3.5.3 Exceptions to Terms and Conditions of the Sample Agreement, including Additional Terms and Conditions, and/or Requirements of the Statement of Work

Proposers will be considered on their willingness to accept the terms and conditions outlined in Appendix A, Sample Agreement, including Exhibit A, Additional Terms and Conditions, of this RFP; and Appendix B, Statement of Work, of this RFP, as stated in Section E, Acceptance of/or Exceptions to Terms and Conditions in Sample Agreement, including Additional Terms and Conditions, and Requirements of the Statement of Work, of the proposal. The County may disqualify the proposal if the exceptions are material enough to deem the proposal non-responsive.

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

3.6 Proposed Price Evaluation Criteria (30%)

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

3.6.2 Should one or more of the Proposers request and be granted the Local SBE Preference and/or Transitional Job Opportunities Preference, the price component points will be determined as follows:

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

Transitional Job Opportunities Preference: Five percent (5%) of the lowest cost will be calculated and that amount will be deducted from the cost submitted by all Proposers who requested and were granted the Transitional Job Opportunities Preference.

3.7 Department's Proposed Contractor Selection Review

3.7.1 Departmental Debriefing Process

Upon completion of the evaluation, the Department shall notify the remaining Proposers in writing that the Department is entering negotiations with another Proposer. Upon receipt of the letter, any non-selected Proposer may submit a written request for a debriefing within the timeframe specified in the letter. A request for a debriefing may, in the

Department's sole discretion, be denied if the request is not received within the specified timeframe.

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

During or following the debriefing, the Department will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (see Section 3.7.2 below), if the requesting Proposer is not satisfied with the results of the Debriefing.

3.7.2 Proposed Contractor Selection Review

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

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

1. The person or entity requesting a Proposed Contractor Selection Review is a Proposer;
2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);
3. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - a. The Department materially failed to follow procedures specified in its solicitation document. This includes:
 - i. Failure to correctly apply the standards for reviewing the proposal format requirements.
 - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.

- iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
 - b. The Department made identifiable mathematical or other errors in evaluating proposals, resulting in 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 Agreement 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 3.7.3 below).

3.7.3 County Review Panel Process

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

A request for review by a County Review Panel may, in 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 one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Section 3.7.2 above.

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

APPENDIX A

SAMPLE AGREEMENT



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

[_____]

FOR

JRIC ANALYST SERVICES

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
FOR
JRIC ANALYST SERVICES**

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EXHIBITS

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EXHIBIT C –	PRICE AND SCHEDULE OF PAYMENTS (Not attached to Sample Agreement; See Appendix C of this RFP)
EXHIBIT D –	CONTRACTOR'S EEO CERTIFICATION
EXHIBIT E1 –	CONTRACTOR'S EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
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EXHIBIT E3-	CONTRACTOR'S ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
EXHIBIT F -	SAFELY SURRENDERED BABY LAW (Not Attached to Sample Agreement; See Appendix I of this RFP)
EXHIBIT G -	JURY SERVICE ORDINANCE (Not Attached to Sample Agreement; See Appendix H of this RFP)

**AGREEMENT
FOR
JRIC ANALYST SERVICES**

THIS AGREEMENT is entered into as of the _____ day of _____, 2012, by and between the County of Los Angeles ("County") and [_____] a [_____] organized under the laws of [_____] located at [_____] ("Contractor"), to provide JRIC Analyst Services for the Los Angeles County Sheriff's Department (the "Department").

RECITALS

WHEREAS, County, through the Department, desires to enter into a contract with Contractor to provide JRIC Analyst Services as described herein for the Department's Joint Regional Intelligence Center; and

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge, and technical competence, and sufficient staffing to provide such JRIC Analyst Services; 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 good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby 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 fully 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 C – Price and Schedule of Payments
- 1.2.3. Exhibit B – Statement of Work
- 1.2.4. Exhibit D – Contractor's EEO Certification
- 1.2.5. Exhibit E1– Contractor's Employee Acknowledgment and Confidentiality Agreement
 - Exhibit E2 - Contractor's Non-Employee Acknowledgment and Confidentiality Agreement
 - Exhibit E3 - Contractor's Acknowledgment and Confidentiality Agreement
- 1.2.6. Exhibit F - Safely Surrendered Baby Law
- 1.2.7. Exhibit G - Jury Service Ordinance
- 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. 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 Grant Funding. This Agreement is funded either in whole, or in part, by a grant from the U.S. Department of Homeland Security, through the Office of Grants and Training, via Subrecipient Agreement Number C-118631 between the County and the City of Los Angeles for the Fiscal Year 2009 Urban Areas Security Initiative (UASI) Grant Program. Contractor shall comply with all

applicable grant requirements, including the terms and conditions of Subrecipient Agreement Number C-118631 which are incorporated herein by this reference.

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 "Agreement" has the meaning set forth in Subparagraph 1.1 (Agreement).
- 2.2 "Amendment" has the meaning set forth in Paragraph 6 (Change Orders and Amendments).
- 2.3 "Board" means the Los Angeles County Board of Supervisors.
- 2.4 "Business Day" means Monday through Friday, excluding County observed holidays.
- 2.5 "Change Order" has the meaning set forth in Paragraph 6 (Change Orders and Amendments)
- 2.6 "Contractor" has the meaning set forth in the preamble.
- 2.7 "Contractor Key Personnel" has the meaning set forth in Subparagraph 4.3.2.
- 2.8 "Contractor Project Director" has the meaning set forth in Subparagraph 4.1 (Contractor Project Director).
- 2.9 "Contractor Project Manager" has the meaning set forth in Subparagraph 4.2 (Contractor Project Manager).
- 2.10 "Contractor Technical Staff" has the meaning set forth in Subparagraph 4.3.2.
- 2.11 "County" has the meaning set forth in the preamble.
- 2.12 "County Counsel" means County's Office of the County Counsel.
- 2.13 "County Project Director" has the meaning set forth in Subparagraph 3.1 (County Project Director).
- 2.14 "County Project Manager" has the meaning set forth in Subparagraph 3.2
- 2.15 "Department" has the meaning set forth in the preamble.
- 2.16 "Dispute Resolution Procedure" has the meaning set forth in Paragraph 2.0 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions).

- 2.17 "Fusion Center" means those entities which are designed to integrate federal intelligence efforts with state and local authorities. These entities work under the auspices of local law enforcement, often integrating with the state's police force, Department of Justice, or Office of Emergency Management. The Fusion Center integrates law enforcement intelligence activities throughout the jurisdiction, providing federal authorities access to local information and databases, while simultaneously allowing federal agencies to disseminate intelligence materials to local authorities.
- 2.18 "Infringement Claims" has the meaning set forth in Paragraph 13.0 (Intellectual Property Indemnification) of Exhibit A (Additional Terms and Conditions).
- 2.19 "Initial Term" has the meaning set forth in Paragraph 7 (Term).
- 2.20 "JRIC" means the Joint Regional Intelligence Center.
- 2.21 "Jury Service Program" has the meaning set forth in Paragraph 32.0 (Compliance with Jury Service Program) of Exhibit A (Additional Terms and Conditions).
- 2.22 "Maximum Annual Contract Sum" shall be the total monetary amount that would be payable by County to Contractor in any contract year for providing required Work under this Agreement, inclusive of all applicable salaries, benefits, administrative costs, overhead, and Taxes, and more specifically shall be the not-to-exceed amount set forth in Paragraph 8 (Costs and Fees).
- 2.23 "Maximum Contract Sum" shall be the total monetary amount that would be payable by County to Contractor for providing required Work under this Agreement for the Term, inclusive of all applicable salaries, benefits, administrative costs, overhead, and Taxes, and more specifically shall be the not-to-exceed amount set forth in Paragraph 8 (Costs and Fees).
- 2.23 "Option Term" has the meaning set forth in Paragraph 7 (Term).
- 2.24 "Sheriff" means the elected official who is the Sheriff of the County of Los Angeles.
- 2.25 "Statement of Work" or "SOW" means the Statement of Work, attached as Exhibit B (Statement of Work) to this Agreement, together with all attachments thereto, as the same may be amended by any fully executed Change Order or Amendment.
- 2.26 "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.

- 2.27 “Term” has the meaning set forth in Paragraph 7 (Term).
- 2.28 “Work” means any and all tasks, subtasks, deliverables, goods, and other services performed by or on behalf of Contractor, including the work required pursuant to this Agreement, including Exhibit B (Statement of Work) and all the Exhibits, and fully executed Change Orders and Amendments hereto.

3. **ADMINISTRATION OF AGREEMENT – COUNTY**

3.1 County Project Director

- 3.1.1 The “County Project Director” for this Agreement shall be the following person:

Michael Grossman, Chief
4700 Ramona Blvd., Suite 400
Monterey Park, California 91754
Phone: (323) 526-5756
Email: mgrossm@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 The “County Project Manager” for this Agreement shall be the following person:

Scott Anger, Sergeant
12440 E. Imperial Hwy., Suite 700E
Norwalk, California 91605
Phone: (562) 345-1103
Email: sanger@lasd.org

Unless otherwise specifically noted, whenever this Agreement calls for a notice, report, or other delivery to be made by Contractor (or any representative thereof) to County Project Manager, such notice, report, or other delivery shall be made to County Project Manager in

accordance with the notice information set forth above or in accordance with such other notice information as County may notify Contractor from time to time pursuant to Subparagraph 3.2.2.

- 3.2.2 County shall notify Contractor of any change in the name or address of the County Project Manager.
- 3.2.3 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 the County Project Director, which duties are enumerated in Subparagraph 3.1 (County Project Director), and the duties of the County Project Manager, which duties are enumerated in Subparagraph 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) calendar days prior to exercising its rights pursuant to this Subparagraph 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 The "Contractor Project Director" shall be the following person, who shall be a full-time employee of Contractor:

[_____]

- 4.1.2 Contractor Project Director shall be responsible for Contractor's performance of all of the Work and ensuring Contractor's compliance with this Agreement.
- 4.1.3 During the Term of this Agreement, Contractor Project Director shall be available to meet and confer with the County Project Director at least monthly in person or by phone, to review project progress and discuss project coordination.
- 4.1.4. Contractor shall notify County in writing of any change in the name or address of the Contractor Project Director.

4.2 Contractor Project Manager

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

[_____]

- 4.2.2 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in Subparagraph 4.4 (Project Status Reports by Contractor) of this Agreement.
- 4.2.3 Contractor Project Manager shall be available to meet and confer as necessary, but no less frequently than monthly, with County, or as determined by County Project Manager.
- 4.2.4. Contractor shall notify County in writing of any change in the name or address of the Contractor Project Manager.

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. The 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.

- 4.3.2 Contractor shall endeavor to assure continuity during the Term of Contractor personnel performing key functions under this Agreement, including the intelligence analysts and systems intelligence analyst (collectively, "Contractor Technical Staff," and together with Contractor Project Director and Contractor Project Manager, the "Contractor Key Personnel"). Notwithstanding the foregoing, the County Project Director may require removal of any Contractor Technical Staff.
- 4.3.3 In the event Contractor should desire to remove any Contractor Key Personnel from performing Work under this Agreement, Contractor shall provide County with notice at least fifteen (15) calendar days in advance, except in circumstances in which such notice is not possible (e.g., a removal for cause or other egregious act), and shall work with County on a mutually agreeable transition plan so as to ensure project continuity.
- 4.3.4 Contractor shall within thirty (30) calendar days of vacancy, or as approved by the County Project Manager, fill any vacancy in Contractor Key Personnel with an individual sufficiently qualified to perform duties of the Contractor Key Personnel being replaced.
- 4.3.5 All staff employed by and on behalf of Contractor shall be adults, 18 years of age and older, who are legally eligible to work under the laws of the United States of America and the State of California. All Contractor Key Personnel and all other members of Contractor's staff who have direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

4.4 Project Status Reports by Contractor

In order to control expenditures and to ensure the reporting of all Work provided by Contractor, Contractor Project Manager shall provide the County Project Director and each County Project Manager with minimum monthly written reports ("Project Status Reports") in accordance with Section 6.4 of Exhibit B (Statement of Work) of this Agreement.

5. WORK

- 5.1 Contractor shall fully and timely perform all Work under this Agreement, including pursuant to any fully executed Change Order or Amendment, in accordance with the terms and conditions of this Agreement.
- 5.2 Contractor acknowledges that, subject to this Paragraph 5 (Work), all Work performed under this Agreement, including pursuant to any fully executed Change Order or Amendment, is payable in accordance with the terms and

conditions of this Agreement, including this Paragraph 5 (Work), Paragraph 8 (Prices and Fees), and Paragraph 10 (Invoices and Payments).

- 5.3 If Contractor provides any tasks, deliverables, goods, services, or other Work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County.
- 5.4 Contractor shall establish and maintain sufficient accounting, internal control, financial reporting, and administrative capacity to effectively administer the services required by this Agreement.

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 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 County Project Director and Contractor Project Director.
 - 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 Agreement during the Term of this Agreement. County reserves the right to add and/or change such provisions as required by the Board or County's Chief Executive Officer. To implement such changes, an Amendment to the Agreement shall be executed by Sheriff and Contractor.
 - 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 included under this Agreement, an Amendment to this Agreement shall be executed by the Board and Contractor.
 - 6.1.4 Notwithstanding Subparagraph 6.1.3 above, for (1) any Option Term extension of the Agreement beyond the Initial Term, (2) modifications pursuant to Paragraph 38.0 (Assignment by Contractor) of Exhibit A (Additional Terms and Conditions), (3) decreases in the scope of Work and resulting decreases in the Maximum Annual Contract Sum and

Maximum Contract Sum, and (4) increases in the scope of Work and resulting increases in the Maximum Annual Contract Sum, which increase the Maximum Contract Sum by no more than ten percent (10%) for the Term of the Agreement, provided sufficient funding is available, an Amendment to this Agreement shall be executed by Sheriff and Contractor.

7. TERM

- 7.1 The Term of this Agreement shall commence upon execution by the County Board of Supervisors and shall continue for a period of one (1) year, unless terminated earlier in whole or in part, as provided in this Agreement (the "Initial Term").
- 7.2 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 Term of the Agreement, to extend the Term of this Agreement for up to four (4) additional one (1) year periods, for a total Agreement Term not to exceed five (5) years. Each such extension shall be in the form of a written Amendment pursuant to Subparagraph 6.1.4 above. As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be.
- 7.3 County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise an Option Term extension.
- 7.4 Contractor shall notify the Department when this Agreement is within six (6) months from the expiration of the Initial Term, or Option Term as the case may be. Upon occurrence of this event, Contractor shall send written notification to the County Project Director at the address herein provided in Subparagraph 3.1.1 (County Project Director).

8. PRICES AND FEES

8.1 General

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

8.2 Contract Sum

8.2.1 The "Maximum Annual Contract Sum" authorized by County hereunder shall in no event, expressly or by implication, exceed \$[_____] and shall be allocated as set forth in Exhibit C (Price and Schedule of Payments) of this Agreement.

8.2.2 The "Maximum Contract Sum" authorized by County hereunder shall in no event, expressly or by implication, exceed \$[_____] and shall be allocated as set forth in Exhibit C (Price and Schedule of Payments of this Agreement).

8.3 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum under this Agreement. Upon occurrence of this event, Contractor shall send written notification to County Project Director at the address herein provided in Subparagraph 3.1.1 (County Project Director) of this Agreement.

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) of this Agreement. 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 Payment-Initial Term

For the Initial Term and upon execution of this Agreement, Contractor shall submit an invoice to the County Project Director, and County shall pay Contractor for the Initial Term services in advance of the provision of the services, at net thirty (30) days.

10.2 Payment-Option Terms

For each subsequent Option Term pursuant to Paragraph 7.2 of this Agreement, if any, Contractor shall submit quarterly (three (3) calendar months) invoices to the County Project Director, and County shall pay for the quarterly services in arrears for all approved Work.

10.3 Approval of Invoices

All invoices must have the written approval of the County Project Director, as evidenced by the County Project Director's countersignature, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval.

10.4 Detail. Each invoice submitted by Contractor shall include:

Cost of each intelligence analyst, inclusive of all administrative and benefit costs, in accordance with Exhibit C (Price and Schedule of Payments) of this Agreement, for which payment is claimed and the amount of payment therefore.

10.5 No Out-of-Pocket Expenses

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

10.6 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.

10.7 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.

11. LIQUIDATED DAMAGES

11.1 If, in the judgment of the County Project Director, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Project Director, at such person's option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire payment or deduct pro rata from Contractor's invoice for Work not performed. Information regarding the

Work not performed and the amount to be withheld or deducted from payments to the Contractor from County will be forwarded to 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 correctable over a certain time span, the County Project Director will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the County Project Director may:

11.2.1 Deduct from Contractor's payment, pro rata, those applicable portions of the invoiced amount; and/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 Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, and that Contractor shall be liable to County for liquidated damages in the said amount. Said amount shall be deducted from County's payment to Contractor; and/or

11.2.3 Upon giving five (5) Business Days notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from County, as determined by County.

11.3 The action noted in Subparagraph 11.2 shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Agreement.

11.4 This Subparagraph shall not, in any manner, restrict or limit County's right to damages for any breach of this Agreement provided by law or Subparagraph 11.2, and shall not, in any manner, restrict or limit 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) calendar 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
Michael Grossman, Chief
4700 Ramona Boulevard, Room 400
Monterey Park, CA 91754-2169
c/o Donald Thompson, Sergeant
Facsimile: (323) 415-3480
Email: mgrossm@lasd.org

with copies to:

- (2) Los Angeles County Sheriff's Department
Susie Cousins, Assistant Director, Contracts
4700 Ramona Boulevard, Room 214
Monterey Park, CA 91754-2169
Facsimile: (323) 415-6874
Email: scousin@lasd.org
- (3) Los Angeles County Sheriff's Department
Scott Anger, Sergeant
12440 E. Imperial Hwy., Suite 700E
Norwalk, CA 91605
Facsimile: (323) 415-1912
Email: sanger@lasd.org

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

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. ARM'S LENGTH NEGOTIATIONS

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

14. 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), 11 (Liquidated Damages), 12 (Notices), 13 (Arm's Length Negotiations), and 14 (Survival) and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions).

[Intentionally Left Blank]

**AGREEMENT
FOR
JRIC ANALYST SERVICES**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has caused this Agreement to be duly executed on its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

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

By _____
Deputy

CONTRACTOR

By: _____

Title: _____

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By _____
Deputy County Counsel

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

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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) (herein "this Exhibit") have the meanings given to such terms in the Paragraph 2 (Definitions) 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 except in accordance with the procedures set forth in this Paragraph 1.0 (Subcontracting). Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Agreement, except in accordance with the procedures set forth in this Paragraph 1.0 (Subcontracting), shall be null and void and shall constitute a material breach of the Agreement, upon which County may immediately terminate the Agreement.

2.0 DISPUTE RESOLUTION PROCEDURE

2.1 General

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

2.2 Continued Work

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

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

County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.

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

2.3 Dispute Resolution Procedures

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

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

2.4 Documentation of Dispute Resolution Procedures

All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in Subparagraph 2.3 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the

parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

2.5 Not Applicable to County's Right to Terminate

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

3.0 CONFIDENTIALITY

3.1 General

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

3.1.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 3.0 (Confidentiality), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 3.0 (Confidentiality) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any

settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 3.1.3 Contractor shall inform all of its directors, officers, shareholders, employees, subcontractors and agents providing services hereunder of the confidentiality provisions of this Agreement. Contractor shall provide to County an executed Contractor's Employee Acknowledgment and Confidentiality Agreement (Exhibit E1 to the Agreement) for each of its employees performing Work under the Agreement and an executed Contractor's Non-Employee Acknowledgment and Confidentiality Agreement (Exhibit E2 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. Contractor shall provide to County an executed Contractor's Acknowledgment and Confidentiality Agreement (Exhibit E3 to the Agreement).

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 24.0 (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) calendar 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) calendar days) regarding Contractor under the United States Bankruptcy Code;

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

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

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

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

5.0 TERMINATION FOR DEFAULT

5.1 County may, by written notice to Contractor, terminate the whole or any part of this Agreement, if, in the judgment of County's Project Director:

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

5.2 In the event that County terminates this Agreement in whole or in part as provided in Subparagraph 5.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Subparagraph.

5.3 If, after County has given notice of termination under the provisions of this Paragraph 5.0 (Termination for Default), it is determined by County that Contractor was not in default under the provisions of this Paragraph 5.0 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 6.0 (Termination for Convenience).

5.4 The rights and remedies of County provided in this Paragraph 5.0 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

6.0 TERMINATION FOR CONVENIENCE

6.1 Termination for Convenience

The Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for any reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) calendar 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 (No Prejudice; Sole Remedy) shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this Paragraph 6.0 (Termination for Convenience) by County.

7.0 TERMINATION FOR IMPROPER CONSIDERATION

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

8.0 EFFECT OF TERMINATION

8.1 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), Paragraph 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, then:

- 8.1.1 Contractor shall (a) stop performing Work under the Agreement on the date and to the extent specified in such notice, (b) promptly transfer and deliver to County copies of all completed Work and Work that is in process, in 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;

- 8.1.2 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;
- 8.1.3 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;
- 8.1.4 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
- 8.1.5 Contractor and County shall continue the performance of the Agreement to the extent not otherwise terminated.

8.2 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 so that there shall 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 5.3 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 (Payments and Price Schedule) 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 8.2 (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.

8.3 Remedies Not Exclusive

The rights and remedies of County set forth in this Paragraph 8.0 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

9.0 WARRANTY AGAINST CONTINGENT FEES

- 9.1 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.
- 9.2 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.

10.0 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.

11.0 FURTHER WARRANTIES

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

- 11.1 Contractor bears the full risk of loss due to total or partial destruction of all or any part any goods acquired from Contractor, as applicable, until acceptance by the County.
- 11.2 At the time of delivery to and acceptance by County, all goods shall be new, in good working order, in conformity with manufacturer's published specifications and descriptions, and free from defects in workmanship and materials, as determined by County.
- 11.3 Contractor shall, in the performance of all Work, strictly comply with the descriptions and representations (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards,

functions, and requirements) as set forth in this Agreement, including the Statement of Work.

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

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

12.0 INDEMNIFICATION AND INSURANCE

12.1 Indemnification

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 Contractor's acts and/or omissions arising from and/or relating to this Agreement.

12.2 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 Subparagraphs 12.2 (General Provisions for All Insurance Coverage) and 12.3 (Insurance Coverage) of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Agreement.

12.2.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any

required Contractor and/or subcontractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements shall be sent to:

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

12.2.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County.

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

12.2.3 Cancellation of or Changes in Insurance

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

12.2.4 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. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

12.2.5 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.

12.2.6 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.

12.2.7 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.

12.2.8 Subcontractor Insurance Coverage Requirements

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

12.2.9 Deductibles and Self-Insured Retentions (SIRs)

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

12.2.10 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.

12.2.11 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.

12.2.12 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.

12.2.13 Alternative Risk Financing Programs

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

12.2.14 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.

12.3 Insurance Coverage

- 12.3.1 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

- 12.3.2 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.

- 12.3.3 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) calendar 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.

12.3.4 Professional Liability/Errors and Omissions

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

13.0 INTELLECTUAL PROPERTY INDEMNIFICATION

13.1 Indemnification Obligation. Contractor shall indemnify, hold harmless and defend County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to software or other tasks, deliverables, goods, services or other work licensed or acquired hereunder or the operation and utilization of Contractor's Work under this Agreement (collectively in this Paragraph 13.0 [Intellectual Property Indemnification] "Infringement Claim(s)"). Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 13.0 (Intellectual Property Indemnification) shall be conducted by Contractor and performed by counsel selected by Contractor and approved in writing by County (which approval shall not be unreasonably withheld). Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or this Agreement, County shall be entitled to reimbursement for all such costs and expenses.

13.2 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 Agreement; 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.

13.3 Remedial Acts. If Contractor fails to complete the remedial measures in Subparagraph 13.2 above within forty-five (45) calendar 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 Subparagraph 13.3, "County's Remedial Acts"). Contractor shall indemnify County under Subparagraph 12.1 (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) calendar 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.

14.0 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.

15.0 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 15.0 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

16.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 16.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Contractors.
- 16.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which 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.
- 16.3 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.
- 16.4 If there is evidence that Contractor may be subject to debarment, the County will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 16.5 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 County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

- 16.6 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.
- 16.7 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.
- 16.8 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.

17.0 COMPLIANCE WITH APPLICABLE LAW

- 17.1 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.
- 17.2 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 17.0 (Compliance with Applicable Law) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

18.0 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.

19.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES

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

- 19.1 Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification, attached hereto as Exhibit D (Contractor's EEO Certification) to this Agreement.
- 19.2 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 disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 19.3 Contractor certifies and agrees that it will deal with its bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 19.4 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including but not limited to:
- 19.4.1 Title VII, Civil Rights Act of 1964;
 - 19.4.2 Section 504, Rehabilitation Act of 1973;
 - 19.4.3 Age Discrimination Act of 1975;
 - 19.4.4 Title IX, Education Amendments of 1973, as applicable; and
 - 19.4.5 Title 43, part 17, Code of Federal Regulations, subparts a & b;
 - 19.4.6 Fair Employment and Housing Act (California Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285 et seq.)

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

- 19.5 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 19.0 (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 19.0 (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 or suspend 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 19.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to Subparagraph 2.3 (Dispute Resolution Procedures).

19.6 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of the Agreement, County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating the Agreement.

20.0 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 20.0 (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.

21.0 EMPLOYMENT ELIGIBILITY VERIFICATION

21.1 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.

- 21.2 Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents pursuant to Subparagraph 12.1 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder.

22.0 HIRING OF EMPLOYEES

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

23.0 CONFLICT OF INTEREST

- 23.1 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.
- 23.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term of this Agreement. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall

immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 23.0 (Conflict of Interest) shall be a material breach of this Agreement.

24.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION

24.1 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.

24.2 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.

25.0 TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE

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

26.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

27.0 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.

28.0 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.

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

- 29.1 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.
- 29.2 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.

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

- 30.1 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.
- 30.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the

Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or County's CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

30.3 Failure of Contractor to maintain compliance with the requirements set forth in this Paragraph 30.0 (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) calendar 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.

31.0 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.

32.0 COMPLIANCE WITH JURY SERVICE PROGRAM

32.1 Jury Service Program

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

32.2 Written Employee Jury Service Policy.

32.2.1 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.

- 32.2.2 For purposes of this Paragraph 32.0 (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 32.0 (Compliance with Jury Service Program). The provisions of this Paragraph 32.0 (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.
- 32.2.3 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.
- 32.2.4 Contractor's violation of this Paragraph 32.0 (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.

33.0 BACKGROUND AND SECURITY INVESTIGATIONS

- 33.1 Each of Contractor's staff performing services under this Agreement shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Agreement. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 33.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Agreement at any time during the Term of the Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 33.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 33.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 33 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

34.0 ACCESS TO COUNTY FACILITIES

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

35.0 COUNTY FACILITY OFFICE SPACE

In order for Contractor to perform services hereunder and only for the performance of such services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the County Project Director, at County facilities, on a non-exclusive use basis. County may also provide Contractor with reasonable telephone service and network connections in such office space for use only for

purposes of the Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

36.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

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

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

37.0 PHYSICAL ALTERATIONS

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

38.0 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.

39.0 ASSIGNMENT BY CONTRACTOR

39.1 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 Subparagraph 39.1, 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 the 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, at County's discretion, against claims which Contractor may have against County.

- 39.2 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 Subparagraph 39.1 of this Exhibit.
- 39.3 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.

40.0 INDEPENDENT CONTRACTOR STATUS

- 40.1 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.
- 40.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Agreement all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 40.3 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.
- 40.4 Contractor shall adhere to the provisions stated in Paragraph 3.0 (Confidentiality).

41.0 RECORDS AND AUDITS

- 41.1 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 41.0 (Records and Audits), Contractor may require the non-County examiner or auditor, as the case may be, to execute a nondisclosure contract prior to any disclosure. The nondisclosure Agreement shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term of this Agreement and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.
- 41.2 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) calendar days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Agreement.
- 41.3 If, at any time during or after the Term of this 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) calendar 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) calendar 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) calendar 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.

- 41.4 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 41.0 (Records and Audits) shall constitute a material breach upon which County may terminate or suspend this Agreement.

42.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the Term of this Agreement all licenses, permits, registrations, accreditation, and certificates required by all Federal, state, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the Term of this Agreement all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by County, Contractor shall provide copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to County Project Manager, in accordance with Paragraph 3 (Administration of Agreement – County) of the Agreement.

43.0 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 43.0 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

44.0 MOST FAVORED PUBLIC ENTITY

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

45.0 COUNTY'S QUALITY ASSURANCE PLAN

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

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

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

47.0 INTENTIONALLY DELETED

48.0 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.

49.0 SAFELY SURRENDERED BABY LAW

49.1 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 F (Safely Surrendered Baby Law) of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

49.2 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.

50.0 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.

51.0 PUBLIC RECORDS ACT

51.1 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 41.0 (Records and Audits) of this Exhibit; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "Trade Secret," "Confidential," or "Proprietary." County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

52.0 TRANSITIONAL JOB OPPORTUNITES PREFERENCE PROGRAM

- 52.1 This Agreement is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 52.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 52.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 52.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to 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.

53.0 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.

54.0 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.

55.0 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.

56.0 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.

57.0 NON EXCLUSIVITY

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

58.0 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.

59.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

59.1 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.

59.2 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.

59.3 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.

59.4 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.

60.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PROMPT PAYMENT PROGRAM

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

61.0 TERMINATION FOR NON APPROPRIATION OF FUNDS

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 62.0 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

* * * * *

EXHIBIT B

STATEMENT OF WORK

**(NOT ATTACHED TO SAMPLE
AGREEMENT; SEE APPENDIX B OF THIS
RFP)**

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

**(NOT ATTACHED TO SAMPLE
AGREEMENT; SEE APPENDIX C OF THIS
RFP)**

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the Contractor, supplier, or vendor 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.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

EXHIBIT F

SAFELY SURRENDERED BABY LAW

**(NOT ATTACHED TO SAMPLE AGREEMENT;
SEE APPENDIX I OF THIS RFP)**

EXHIBIT G

JURY SERVICE ORDINANCE

**(NOT ATTACHED TO SAMPLE AGREEMENT;
SEE APPENDIX H OF THIS RFP)**

EXHIBIT E1

***CONTRACTOR'S EMPLOYEE
ACKNOWLEDGMENT AND CONFIDENTIALITY
AGREEMENT***

AND

EXHIBIT E2

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

AND

EXHIBIT E3

***CONTRACTOR'S ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT***

**CONTRACTOR'S EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT**

Page 1 of 2

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

Contractor Name _____ Agreement No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into an Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor's 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 Agreement. 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 Agreement.

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 Agreement. 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 Agreement 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 Agreement.

CONFIDENTIALITY AGREEMENT:

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

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Agreement 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 welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced Agreement. 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 Contractor's Employee Acknowledgment and Confidentiality Agreement or termination of my employment with my employer, whichever occurs first.

CONTRACTOR'S EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT

Page 2 of 2

I acknowledge that violation of this Contractor's Employee Acknowledgment and Confidentiality 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'S NON-EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT**

Page 1 of 2

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

Contractor Name _____ Agreement No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into an Agreement 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 Agreement. 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 Agreement.

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 Agreement. 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 Agreement 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 Agreement.

CONFIDENTIALITY AGREEMENT:

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

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Agreement 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 welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced Agreement. 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 Contractor's Non-Employee Acknowledgment and Confidentiality Agreement or termination of my services hereunder, whichever occurs first.

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

Page 2 of 2

I acknowledge that violation of this Contractor's Non-Employee Acknowledgment and Confidentiality 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'S ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT**

Page 1 of 2

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

Contractor Name _____ Agreement No. _____

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 the Corporation to sign this Contractor's Acknowledgment and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGMENT:

Contractor understands and agrees that the Contractor employees, consultants, outsourced vendors, subcontractors, and independent contractors (collectively herein Contractor's Staff) that will provide services in the above referenced Agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of Work under the above-referenced Agreement.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff 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 Agreement. Contractor understands and agrees that Contractor's Staff 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.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles in jail facilities and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Contractor's Acknowledgment and Confidentiality Agreement as a condition of Work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agree that they will not divulge to any unauthorized person any data or information obtained while performing Work pursuant to the above-referenced Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to the County Project Manager.

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

Contractor and Contractor's Staff agree to report any and all violations of this Contractor's Acknowledgment and Confidentiality Agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

CONTRACTOR'S ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT

Page 2 of 2

Contractor and Contractor's Staff acknowledge that violation of this Contractor's Acknowledgment and Confidentiality Agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

APPENDIX B

STATEMENT OF WORK

STATEMENT OF WORK

JRIC Analyst Services

This Statement of Work (SOW) defines the specific tasks and responsibilities of Contractor in providing highly trained intelligence analysts to the Los Angeles County (County) Sheriff's Department (Department) Joint Regional Intelligence Center (JRIC). Capitalized terms used in this SOW without definition herein shall have the meanings given to such terms in Paragraph 2, Definitions, of the Agreement.

BACKGROUND

JRIC is the Fusion Center for the Central District of California. As such, JRIC operates with the use of highly trained intelligence analysts who are subject matter experts in counter-terrorism, including domestic terrorism, international terrorism, and critical infrastructure. These intelligence analysts are the backbone of every Fusion Center, as they analyze the patterns, trends, and evidence of organized criminal activity for use by first responders and public safety executives.

1.0 Scope of Work

- 1.1 Contractor shall be required to hire and provide to JRIC eight (8) highly trained and experienced intelligence analysts to perform a wide range of services and capabilities. One (1) of the eight (8) intelligence analysts shall serve as a systems intelligence analyst, who shall be the senior computer network systems administrator assigned to JRIC. Intelligence analysts and the systems intelligence analyst are collectively referred to herein as "intelligence analysts," unless otherwise apparent from the context in which they are used. County reserves the right to add or delete the number of intelligence analysts at any time during the Term of the Agreement. It is anticipated that the number of intelligence analysts needed may double in the second year of the Term of the Agreement or otherwise.
- 1.2 The intelligence analysts provided by Contractor are required to support JRIC in counter-terrorism and all-crimes/all-hazards efforts. Intelligence analyst skills shall include but shall not be limited to the following:
 - Counter-terrorism and criminal intelligence
 - Critical infrastructure protection
 - Developed and established relationships with local, state, and Federal agency partners

- In-depth understanding of California Emergency Management Agency (Cal EMA), the California State Threat Assessment System (STAS), and homeland security partners across the nation
- Subject-matter expertise in the development and maintenance of strategic capabilities
- Providing training for State and local public safety personnel

2.0 Contractor Hiring Requirements, General

2.1 Contractor shall recruit and hire intelligence analysts who have developed statewide and national relationships across multiple domain topics from public agency and private sector.

2.2 Contractor shall screen and validate each intelligence analyst's experience and suitability to determine and ensure that each analyst meets the qualifications required by the Department.

2.2.1 Contractor's personnel shall possess either

a) a bachelor's degree from an accredited institution, or

b) an associate's degree from an accredited institution plus a minimum of two (2) years of experience conducting intelligence analysis in a Federal intelligence agency, the military, or state and/or local law enforcement intelligence unit.

2.2.2 Contractor's personnel must possess a minimum of interim SECRET level government security clearance (see Subparagraph 3.1.4 below).

2.3 Contractor shall make such intelligence analysts available for personal interview(s) by JRIC staff designated by County Project Manager. It shall be the sole discretion of the County Project Manager to make the final appointment to JRIC.

2.4 In the event of a personnel vacancy (either planned or unplanned), Contractor shall provide a replacement within thirty (30) calendar days, or as approved by the County Project Manager, as specified in Subparagraph 4.3.4 of the Agreement.

3.0 Intelligence Analysts, Required Skills

3.1 Intelligence analysts shall generally be subject matter experts in intelligence analysis and critical infrastructure protection.

- 3.1.1 The intelligence analysts shall generally have work experience in state and local Fusion Centers which provide tactical and strategic intelligence products to state and local public safety executives, local agency response personnel, and federal agencies.
- 3.1.2 The intelligence analysts shall generally be subject-matter experts in various areas of counter-terrorism, including but not limited to: international terrorism, domestic terrorism, and transportation security, weapons of mass destruction, agro-terrorism, public health, anti-terrorism/force protection, Critical Infrastructure/Key Resources (CIKR) protection, policy development, and acting as public safety liaison.
- 3.1.3 The intelligence analysts shall possess a wide range of experience stemming from careers at Federal, state, and local agencies, among which may include: Central Intelligence Agency (CIA); Federal Bureau of Investigation (FBI); Department of Homeland Security (DHS) including the National Operations Center (NOC); Department of Defense (DOD); the California Department of Justice (DOJ); and local law enforcement agencies.
- 3.1.4 All intelligence analysts shall possess, at a minimum, interim SECRET security clearance. However, most intelligence analysts should possess a TOP SECRET security clearance with Secured Compartmentalization Information (SCI) eligibility.

3.2 Intelligence Analysts, Additional Qualifications

All intelligence analysts shall generally possess and demonstrate the following qualifications:

- 3.2.1 Professional experience and formal training in analytical methodologies and tradecraft experience working in state and local Fusion Centers or intelligence units within Federal, state, or local law enforcement agencies.
- 3.2.2 Experience conducting all-source intelligence analysis, trend analysis and formal briefs.
- 3.2.3 Monitoring situational awareness (indications & warnings).

- 3.2.4 Producing strategic assessments, distributing and responding to requests for information, producing threat assessments.
- 3.2.5 Initiating topic-specific working groups, and providing local relevance to terrorist events occurring nationally or internationally.
- 3.2.6 A thorough understanding of the Fusion Center concept, as well as day to day operations, challenges, and relationships of all types of Fusion Centers.
- 3.2.7 A comprehensive understanding of critical infrastructure sites, and their interactions. Contractor intelligence analysts will be integrated into JRIC and shall be fully aware of the needs of Fusion Centers and their constituents.
- 3.2.8 Establishing relationships with constituents throughout the JRIC area of responsibility to gain an understanding of their needs and concerns, facilitate information sharing, and to cement cooperative working relationships.
- 3.2.9 Previous leadership and participation in local working groups, to forge relationships between JRIC and its constituents, host meetings/training sessions focused on topics of utmost importance to constituent agencies and provide training on critical subjects within JRIC area of responsibility.
- 3.2.10 Prior experience synthesizing local, national, and international intelligence information with local situational awareness resulting in customized products for Federal, state, and local partners.
- 3.2.11 Competency in developing and implementing strategic, mission-support initiatives. These activities concentrate on improving core Fusion Center competencies to maintain and enhance strategic operations.

4.0 Work – Description of Duties

4.1 Intelligence Analyst

4.1.1 The intelligence analysts shall develop and produce:

- Analyses of integrated intelligence

- Organizational concepts of operations
- Continuity of operations plans
- Inter and intra-agency communications plans
- Revisions to State's Homeland Security Strategy
- Revisions to California's Critical Infrastructure Protection Program
- Annual reports
- Various other reports in support of organizational initiatives

4.1.2 The intelligence analysts shall, with little or no direction, identify gaps or shortfalls within programs, policies, and/or procedures to correct the deficiencies, and develop and implement new programs as required.

4.1.3 The intelligence analysts shall develop and implement training for State and local public safety personnel. The training must include California POST-Certified (Peace Officer Standards and Training) courses.

4.1.4 The intelligence analysts shall be required to input daily information in the JRIC Project Management System (PMS) as directed by the County Project Manager. Information shall include but shall not be limited to projects, analytical products, tasks, and statistical reports.

4.2 Systems Intelligence Analyst

4.2.1 The systems intelligence analyst shall have the same specific responsibilities as the intelligence analysts set forth above in addition to the IT tasks stated herein.

4.2.2 The systems intelligence analyst shall serve as the senior network systems administrator, or information technology (IT) administrator, assigned to JRIC.

4.2.3 The systems intelligence analyst shall provide user account management and domain administrator support, and audio/visual support (i.e. smartboard operations support, Video Tele-Conferencing (VTC) support, and Global Information System (GIS) support).

4.2.4 The systems intelligence analyst shall have knowledge of Virtual Private Network Secure Remote Access (VPN) operations and be able to collaborate with Department's

Data Systems Bureau (DSB) since the JRIC server resides on the Department's main server.

4.2.5 The systems intelligence analyst shall have the ability to implement IT upgrades and demonstrate expertise in website administration. Contractor shall ensure the systems intelligence analyst maintains current knowledge of these systems and other technologies that will benefit JRIC, through a comprehensive annual training plan.

4.2.6 The systems intelligence analyst shall be able to formulate strategic plans for the development and replacement of JRIC IT systems.

4.2.7 General duties of the systems intelligence analyst shall include, but shall not be limited to:

- Performing complex network and server administration functions
- Maintaining hardware and operating systems, to include system configuration and upgrades
- Installing, customizing, configuring and troubleshooting
- Testing and optimizing moderate to complex physical infrastructure designs
- Designing and implementing network security solutions, including elements such as end use trust relationships, access rights, and directories
- Performing Virtual Local Area Networks (VLAN) configuration to support the installation and maintenance of services over Internet Protocol Address (IP) such as audio, video and data
- Analyzing network resource utilization
- Implementing solutions to correct problems to ensure applications are accessible and functioning properly
- Developing and recommending procedures for network management, including resource all decentralized and remote network services
- Planning and installing hardware upgrades for network servers, gateways, and associated telephone devices
- Ensuring network security according to policies and procedures and documenting information processes
- Tracking JRIC IT assets
- Designing and maintaining more complex network architecture, including hubs, routers and associated hardware

- Providing in-depth support for information security incidents including internal violations viruses and system access

5.0 Other Work Requirements

5.1 Work Location

5.1.2 The Work location for the intelligence analysts shall be:

Joint Regional Intelligence Center
Los Angeles County Sheriff's Department
JRIC Administration Section
12440 Imperial Highway, Suite 700
Norwalk, California 90650

5.1.3 County reserves the right to change the Work location throughout the Term of this Agreement, at the sole discretion of County Project Manager.

5.2 Days and Hours of Operation, Schedule, Holidays, Overtime

5.2.1 Work shall be conducted Monday through Friday, with an option, at the discretion of the County Project Manager, of flexible Work hours, for a total of forty (40) regular hours within a seven-day work week.

5.2.2 Intelligence analysts will be permitted paid time off under this Agreement for all the County holidays.

5.2.3 Intelligence analysts will be allotted two weeks of paid vacation time annually. All requests for vacation time shall be approved in advance by County Project Manager.

5.2.4 Contractor intelligence analysts may be requested to provide services on holidays or on an emergency basis outside of the established work schedule hours based on the needs of JRIC.

5.2.5 Overtime worked will be accrued on a compensatory time-off basis. County shall not pay Contractor for overtime worked by intelligence analysts. Alternatively, schedules may be adjusted to meet the needs of JRIC. All adjusted schedules shall be approved in writing by the County Project Manager.

5.3 Identification Badges

5.3.1 Contractor shall provide and wear a visible photo identification badge, which shall identify Contractor by name and physical description. Such badge shall be displayed on Contractor's person at all times on County designated property.

5.3.2 All identification badges are subject to approval by County Project Manager.

6.0 Contractor's Responsibilities

6.1 Contractor shall maintain one (1) or more telephone lines which are available twenty-four (24) hours per day, seven (7) days per week. In cases of emergency, the Contractor Project Director and Contractor Project Manager shall be accessible by conventional and cellular telephone. The access numbers shall be provided to the County Project Manager during the Term of this Agreement.

6.2 Contractor shall be able to effectively communicate in English, both orally and in writing.

6.3 Contractor shall be required, at Contractor's expense, to provide training for intelligence analysts, for up to twenty-four (24) hours per calendar year, as specified and approved by the County Project Manager, throughout the Term of this Agreement.

6.4 Contractor shall report all Work provided by Contractor by providing a monthly written report (Project Status Reports) containing the information from the daily input into PMS and any such other information as the County Project Director or County Project Manager may reasonably request from time to time in accordance with Paragraph 4.4 of the Agreement.

6.5 Contractor shall be solely liable and responsible for providing all compensation and benefits to all persons performing Work pursuant to this Agreement. 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.

6.6 Contractor understands and agrees that all persons performing Work pursuant to this 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.

- 6.7 Contractor and its employees and agents performing Work under this Agreement shall maintain the confidentiality of all records and information, events, or circumstances which occur during the course of Contractor's performance under this 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.

APPENDIX C

PRICE AND SCHEDULE OF PAYMENTS

PRICE AND SCHEDULE OF PAYMENTS

For each intelligence analyst, please provide a yearly total of all costs (inclusive of salary, benefits, and administrative costs) for each year of the Agreement, including Option Term years.

	Year 1	Option 1	Option 2	Option 3	Option 4
Intelligence Analyst #1	\$_____	\$_____	\$_____	\$_____	\$_____
Intelligence Analyst #2	\$_____	\$_____	\$_____	\$_____	\$_____
Intelligence Analyst #3	\$_____	\$_____	\$_____	\$_____	\$_____
Intelligence Analyst #4	\$_____	\$_____	\$_____	\$_____	\$_____
Intelligence Analyst #5	\$_____	\$_____	\$_____	\$_____	\$_____
Intelligence Analyst #6	\$_____	\$_____	\$_____	\$_____	\$_____
Intelligence Analyst #7	\$_____	\$_____	\$_____	\$_____	\$_____
Systems Intelligence Analyst #8	\$_____	\$_____	\$_____	\$_____	\$_____
Maximum Annual Contract Sum	\$_____	\$_____	\$_____	\$_____	\$_____

Maximum Contract Sum **\$**_____

(Total cost for Term of the Agreement, including all Option Term extensions)

APPENDIX D

REQUIRED FORMS

APPENDIX D REQUIRED FORMS

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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 proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in an Agreement. (Additional instructions may be found on page 3 of this Affidavit.)

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

_____	_____	_____
Name	State	Year Inc.

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

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

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

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

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

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

Name	Year of Name Change
_____	_____
_____	_____

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

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

Please check the appropriate boxes:

1.4.1 Proposer must demonstrate a minimum of five (5) years of experience providing analysts specializing in counter-terrorism intelligence in support of local, state, and federal law enforcement agencies. Experience must be comparable to the services identified in Appendix B, Statement of Work, of this RFP.

☐ Yes ☐ No

1.4.2 Proposer must demonstrate a minimum of five (5) years of experience providing intelligence analysts to perform services in Department of Homeland Security-sponsored Fusion Centers.

☐ Yes ☐ No

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

Proposer's Name: _____

Address: _____

E-mail address: _____ Telephone number: _____

Fax number: _____

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

Signature

Internal Revenue Service
Employer Identification Number

Title

California Business License Number

Date County WebVen Number

Additional Instructions:

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

If the below referenced documents are not available at the time of proposal submission, 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 proposal:

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

Limited Partnership:

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

Prospective Contractor's Name:_____

List at least three (3) references from three (3) different companies where the same or similar scope of services as described in this RFP were provided in order to meet the Minimum Mandatory Requirements as stated in Paragraph 1.4, Minimum Mandatory Requirements, 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

Prospective Contractor's Name:_____

List of all government and County contracts for which the Prospective 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

Prospective 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:		
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		

REQUIRED FORMS - EXHIBIT 5
CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

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

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

Proposer Name

Proposer Official Title

Official's Signature

NO CONFLICT OF INTEREST CERTIFICATION

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 RFP process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature:_____

Date:_____

LOBBYIST CERTIFICATION

REQUIRED FORMS - EXHIBIT 7

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

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

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____
CAGE CODE: _____ **NAICS CODE:** _____

- ☐ As a business registered as 'Small' on the federal Central Contractor Registration (CCR) data base, I request this proposal/bid be considered for the Local SBE Preference.
- ☐ The NAICS Code shown corresponds to the services in this solicitation.
- ☐ Attached is my CCR certification page.

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: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
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

IV. 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.

Proposer unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) _____ NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO _____ N/A (Program not available)

Proposer Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel.#: _____ Fax #: _____

GAIN/GROW ATTESTATION - 10-14-03

REQUIRED FORMS - EXHIBIT 10

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

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

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

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

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

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

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

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

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

OR

Part II: Certification of Compliance

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

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

Print Name:	Title:
-------------	--------

Signature:	Date:
------------	-------

REQUIRED FORMS – EXHIBIT 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 12

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

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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

Print Name:	Title:
Signature:	Date:

Date: _____

REQUIRED FORMS - EXHIBIT 13

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

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

NAME

PHONE NUMBER

_____	_____
_____	_____
_____	_____

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

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

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

Name of Firm

Print Name of Signer

Title

Signature

Date

APPENDIX E

TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

TRANSMITTAL FORM TO REQUEST A 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

**LINK TO LISTING OF CONTRACTORS DEBARRED
IN LOS ANGELES COUNTY**

LINK TO LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

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

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

APPENDIX H

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

- 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)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

APPENDIX I

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



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.

¿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

FEDERAL EARNED INCOME TAX CREDIT, IRS NOTICE 1015



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 1-800-829-3676.

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

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

How Do My Employees Claim the EIC?

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

How Do My Employees Get Advance EIC Payments?

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

Notice 1015 (Rev. 12-2007)
Cat. No. 205991

APPENDIX K

DEFAULTED PROPERTY TAX REDUCTION PROGRAM ORDINANCE

Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations.

2.206.020 Definitions.

2.206.030 Applicability.

2.206.040 Required solicitation and contract language.

2.206.050 Administration and compliance certification.

2.206.060 Exclusions/Exemptions.

2.206.070 Enforcement and remedies.

2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County

Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)