



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

**REQUEST FOR PROPOSALS
FOR
CRIMINAL BOOKING SYSTEM (CBS)**

SOLUTION

RFP NO. 555-SH

JUNE 2018

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 contract and applicable law.

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1. INTRODUCTION

1.1 REQUEST FOR PROPOSALS

The County of Los Angeles (“County”) is issuing this Request for Proposals (“RFP”) on behalf of the Los Angeles County Sheriff’s Department (“Department”) to solicit proposals from qualified proposers (“Proposer(s)”) for an agreement (“Agreement”) with an organization (“Contractor”) that can provide a hosted commercial off-the-shelf (COTS) Criminal Booking System (“CBS”) solution (“Solution”), which shall include but not be limited to a Livescan and other biometric capture equipment, hosted system environments, CBS software, as well as implementation, maintenance, and support services for the Solution, for the benefit of the Department and Participating Agencies, as further specified in *Appendix B (Solution Requirements)* and *Appendix A (Statement of Work)*.

1.2 TERMS AND DEFINITIONS

Those terms with the initial letter capitalized that are not expressly defined herein shall have the meaning given to such terms in *Paragraph 1.3 (Definitions) of the Base Contract to Appendix C (Required Agreement)*.

2. BACKGROUND AND OVERVIEW

2.1 STATEMENT OF WORK

The scope of this RFP includes approach and methodology, planning, implementation, hosting and maintenance and support of a CBS Solution that will meet the requirements set forth in this RFP. The proposed Solution must be co-hosted at both the Department’s primary data center and Contractor’s secondary data center or cloud, be managed by the selected Contractor, and be based on a Commercial-Off-the-Shelf (“COTS”) software application.

The scope of work under the resultant Contract will include:

- Providing an open biometric capture Solution that will:
 - Enable implementation of state-of-the-art capture technology (e.g. 10-print, palm print, mugshot, and iris) applications and workflows including integration with the Department’s current Multimodal Biometric Identification System (“MBIS”), Department’s current L.A. PhotoManager mugshot system (“LAPH”), and other related systems; and
 - Allow selection of best-of-breed applications from different vendors; and
- Providing computer hardware (including all Livescan equipment) and software, and maintenance and support that shall include, among others, customer support as well as software updates and new releases.
- Providing training to County designated staff for shared support in operating the Solution.

2.2 BACKGROUND

This Paragraph 2.2 provides relevant background with regards to the current Livescan Equipment utilized by Department.

The Department has an existing inventory of deployed and operational Livescan Equipment throughout Los Angeles County which are nearing their technology end of life. The existing Livescan equipment is used by the Department and all participating law enforcement (“LE”) agencies (also, “Participating Agencies”) within Los Angeles County. Proposers must have

specific experience with the deployment, implementation and support of a large law enforcement network of biometric capture technology and must propose products that would encompass the same or very similar features, including additional biometric identification features like iris and voice-capture devices.

The capabilities of the selected Proposer's Solution will include, but not be limited to, all computer hardware (including all Livescan equipment), software, and maintenance and support services required to provide a biometric capture Solution which will serve the Department and all Participating Agencies.

The selected Contractor shall provide maintenance and support services to the 161 current locations, as well as potentially new location sites, all within the County's geographical area totaling approximately 4,084 square miles.

Contractor shall be expected to implement the Solution as detailed in *Appendix C (Required Agreement)* to this RFP.

2.2.1 ANTICIPATED CONTRACT TERM

The term of the resultant Contract shall commence upon execution of the Contract by County and the selected Contractor, and shall continue until and through six (6) years from the Solution's Final Acceptance, as such term is defined in *Appendix C (Required Agreement)* to this RFP ("Initial Term"). At the end of the Initial Term, County may in its sole option automatically extend the term of the Contract for up to four (4) one-year periods ("Extended Term"), subject to, among others, County's right to terminate earlier for convenience, non-appropriation of funds, default of Contractor, substandard performance of Contractor, non-responsibility of Contractor, improper consideration given/offered to County with respect to the award of the Contract, breach of warranty to maintain compliance with County's Child Support Compliance Program and any other County's rights to terminate the Contract notwithstanding the maximum Contract term of ten (10) years from Final Acceptance of the Solution by County.

2.2.2 CONTRACT RATES

Contractor's rates shall not increase during the term of the resultant Contract. Furthermore, the selected Contractor shall comply with the provisions of *Paragraphs 8.6 (County's Obligation for Future Fiscal Years) and 8.5 (Non-Appropriation of Funds) in Appendix C (Required Agreement)*.

2.2.3 DAYS OF OPERATION

Contractor shall be required to provide all work under the resultant Contract, including but not limited to trouble shooting, system upgrades and monitoring services twenty-four (24) hours per day including holidays, seven (7) days per week, and fifty-two (52) weeks per year for the entire term of the resultant Contract, unless otherwise authorized by County in accordance with the terms of the resultant Contract.

2.2.4 INDEMNIFICATION AND INSURANCE

Contractor shall be required to comply with the indemnification provisions contained in *Paragraph 13 (Indemnification) of the Base Contract to Appendix C (Required Agreement)*. Contractor shall also procure, maintain and provide to County proof of insurance coverage for all the programs of insurance along with associated amounts specified in *Paragraph 14 (Insurance) of the Base Contract to Appendix C (Required Agreement)*.

3. PROPOSER'S MINIMUM MANDATORY REQUIREMENTS

Interested and qualified Proposers that can demonstrate their ability to successfully provide the Work described in *Appendix A (Statement of Work)* and meet the requirements set forth in this RFP are invited to submit a proposal(s), provided they meet all requirements specified below (“Minimum Mandatory Requirements”) and all Solution Requirements marked as “M” in Exhibit 16 of Appendix D (Required Forms).

3.1 PROPOSER'S MINIMUM QUALIFICATIONS

- a. Proposer shall be an established provider of Biometric systems and Solutions which currently are in production use at a minimum of three (3) U.S. public safety/ law enforcement environments.
- b. Proposer shall have implemented enterprise Biometric Solutions in at least two (2) public safety/law enforcement environments. An enterprise-wide solution includes central data collection. Successful implementation includes no less than twenty biometric workstations located at minimally ten (10) different physical facilities (e.g., police station, courthouse).
- c. Proposer shall have, within the last eight (8) years, at least seven (7) years' experience providing biometric Solutions and services as outlined in the SOW (Appendix A).
- d. Proposer shall have two (2) or more service technicians on staff who are capable of responding to onsite service calls to any equipment location in the County [except Catalina] within four (4) hours of notification by County.

3.2 PROPOSER'S SOLUTION MINIMUM REQUIREMENTS

Proposer's Solution must meet all requirements specified below:

- a. Proposer's Livescan equipment and components shall be FBI-Certified on or prior to July 20, 2018. Proposer must provide FBI certification or FBI letter that certification is approved and forthcoming.
- b. Proposer shall provide their FBI certification confirming that their Biometric Solution meets “Profile for 1000ppi Fingerprint Compression” (as specified in the FBI document: <https://www.fbibiospecs.cjis.gov/Document/Get?fileName=J2K1000.pdf>).
- c. Proposer's Livescan equipment and components shall be Cal-DOJ 1000ppi certified for use in California on or prior to July 20, 2018. Proposer must provide Cal-DOJ certification or Cal-DOJ letter that certification is approved and forthcoming.
- d. Proposer's equipment and components for fingerprint capture on coroner and Quick ID devices shall be 500ppi certified at minimum by Cal-DOJ, for use in California, on or prior to July 20, 2018. Proposer must provide Cal-DOJ certification or Cal-DOJ letter that certification is approved and forthcoming.

4. COUNTY RIGHTS & RESPONSIBILITIES

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

4.1 FINAL CONTRACT AWARD

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

4.2 COUNTY OPTION TO REJECT PROPOSALS

Proposers are hereby advised that this RFP is a solicitation for proposals only, and is not intended, and is not to be construed as, an offer to enter into a contract or as a promise to engage in any formal competitive bidding or negotiations pursuant to any statute, ordinance, rule, or regulation. The County may, at its sole discretion, reject any or all proposals submitted in response to this RFP or may, in its sole discretion, reject all proposals and cancel this RFP in its entirety. 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.

4.3 COUNTY'S RIGHT TO AMEND REQUEST FOR PROPOSALS

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

4.4 BACKGROUND AND SECURITY INVESTIGATIONS

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

4.5 COUNTY'S QUALITY ASSURANCE PLAN

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

5. PROPOSER'S REQUIREMENTS AND CERTIFICATIONS

5.1 NOTICE TO PROPOSERS REGARDING THE PUBLIC RECORDS ACT

Responses to this RFP shall become the exclusive property of County. Absent extraordinary circumstances, the recommended Proposer's proposal will become a matter of public record when (1) the Department completes contract negotiations; (2) the Department receives a letter from an authorized officer of the recommended Proposer that the negotiated Contract is a firm offer of the recommended Proposer; and (3) the Department releases a copy of the recommended Proposer's proposal in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board Policy No. 5.055.

Notwithstanding the foregoing, absent extraordinary circumstances, all proposals submitted in response to this RFP shall become a matter of public record when the Department's Proposer

recommendation appears on a Board agenda.

Exceptions to disclosure are those parts of each proposal which are justifiably defined as business or trade secrets and are plainly marked as “Trade Secret”, “Confidential” or “Proprietary”.

County shall not, in any way, be liable or responsible for the disclosure of any such records or if disclosure is required or permitted under the California Public Records Act or otherwise by law.

A blanket statement of confidentiality or the marking of each page of the proposal as “Trade Secrets”, “Confidential” or “Proprietary” shall not be deemed sufficient notice of exception. Proposers must specifically label only those provisions of the proposal which are “Trade Secrets”, Confidential” or “Proprietary” in nature.

In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records and/or contents of a proposal marked “confidential”, “trade secrets” or “proprietary”, Proposer agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys’ fees, incurred in connection with any action, proceedings or liability arising in connection with the Public Records Act request.

5.2 CONTACT WITH COUNTY PERSONNEL

All contact regarding this RFP or any matter relating thereto must be in writing and must be mailed or e-mailed to County’s point of contact identified below (“Contract Analyst”).

Stacey Kirk, Contract Analyst
County of Los Angeles
Sheriff’s Department
211 West Temple Street, 6th Floor
Los Angeles, California 90012
Email: sjkirk@lasd.org
Fax: (323) 415-4650

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

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

5.3 MANDATORY REQUIREMENT TO REGISTER ON COUNTY’S WEBVEN

Prior to the Contract award, all potential contractors must register on County’s WebVen. The WebVen contains the vendor’s business profile and identifies the goods and/or services the business provides. Registration can be accomplished online via the Internet by accessing the County’s home page at <http://camisvr.co.la.ca.us/webven/>

5.4 PROTEST POLICY REVIEW PROCESS

Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in *Section 5.4.1 (Grounds for Review)* below. Additionally, any actual Proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the Sections below. It is the responsibility of the Proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed Contract award.

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

5.4.1 GROUND FOR REVIEW

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

- Review of Solicitation Requirements (*Section 7.3 (Solicitation Requirements Review)* below) under *Section 7 (Proposal Submission Requirements)*;
- Review of a Disqualified Proposal (*Section 8.3 (Disqualification Review)* below) under *Section 8 (Selection Process and Evaluation Criteria)*; and
- Review of Proposed Contractor Selection (*Section 8.8.2 (Selection Review)* below) under *Section 8 (Selection Process and Evaluation Criteria)*.

5.5 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.

5.6 CONFIDENTIALITY AND INDEPENDENT CONTRACTOR STATUS

As appropriate, Contractor shall be required to comply with the provisions of *Paragraph 18 (Confidentiality and Security)* and *Paragraph 25 (Independent Contractor Status)* of the Base Contract to Appendix C (*Required Agreement*).

5.7 CONFLICT OF INTEREST

No County employee whose position in County enables him/her to influence the selection of a Contractor for this RFP, or any competing solicitation, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or

indirect financial interest in the selection of Contractor. Proposer shall certify that he/she is aware of, and has read, Section 2.180.010 of the Los Angeles County Code, as stated in *Exhibit 5 (Certification of No Conflict of Interest) to Appendix D (Required Forms)*.

5.8 DETERMINATION OF PROPOSER RESPONSIBILITY

- 5.8.1 A responsible Proposer is a Proposer that has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is County's policy to conduct business only with responsible Proposers.
- 5.8.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code ([CLICK HERE](#)), County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.
- 5.8.3 County may declare a Proposer to be non-responsible for purposes of the resultant Contract if County's Board of Supervisors, in its discretion, finds that the Proposer has done any of the following: (i) violated a term of an agreement with County or a nonprofit corporation created by County; (ii) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform an agreement with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (iii) committed an act or omission which indicates a lack of business integrity or business honesty; or (iv) made or submitted a false claim against County or any other public entity.
- 5.8.4 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.
- 5.8.5 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.
- 5.8.6 These terms shall also apply to proposed subcontractors of Proposers on County contracts.

5.9 PROPOSER DEBARMENT

- 5.9.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and County may terminate any or all of the Proposer's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Proposer has done any of the following: (i) violated a term of an agreement with County or a nonprofit corporation created by County; (ii) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform an agreement with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on

same; (iii) committed an act or offense which indicates a lack of business integrity or business honesty; or (iv) made or submitted a false claim against County or any other public entity.

- 5.9.2 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.
- 5.9.3 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.
- 5.9.4 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.
- 5.9.5 If a Proposer has been debarred for a period longer than five (5) years, that Proposer may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: (i) elimination of the grounds for which the debarment was imposed; (ii) a bona fide change in ownership or management; (iii) material evidence discovered after debarment was imposed; or (iv) any other reason that is in the best interests of County.
- 5.9.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (a) the Proposer has been debarred for a period longer than five (5) years; (b) the debarment has been in effect for at least five (5) years; and (c) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 5.9.7 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.
- 5.9.8 These terms shall also apply to proposed subcontractors of Proposers on County agreements.
- 5.9.9 *Appendix H (Listing of Contractors Debarred in Los Angeles County)* provides a link to County's website where there is a listing of contractors that are currently debarred in Los Angeles County (Debarment List).

5.10 ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

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

5.11 GRATUITIES

5.11.1 ATTEMPT TO SECURE FAVORABLE TREATMENT

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

5.11.2 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 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.

5.11.3 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.

5.12 NOTICE TO PROPOSERS REGARDING COUNTY LOBBYIST ORDINANCE

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160 ([CLICK HERE](#)). In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is **not** on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the form in *Exhibit 6 (Familiarity with the County Lobbyist Ordinance Certification)* to *Appendix D (Required Forms)* as part of the proposal.

5.13 FEDERAL EARNED INCOME CREDIT

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

5.14 CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT

As a threshold requirement for consideration for an agreement award, Proposers shall demonstrate a proven record of hiring participants in County's Department of Public Social Services Greater Avenues for Independence ("GAIN") and General Relief Opportunity for Work ("GROW") Programs and shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers that are unable to meet this requirement shall not be considered for an agreement award. Proposers shall complete and return the form in *Exhibit 9 (Attestation of Willingness to Consider GAIN/GROW Participants)* to *Appendix D (Required Forms)* along with the proposal.

5.15 RECYCLED BOND PAPER

Proposer shall be required to comply with County's policy on recycled bond paper as specified in *Paragraph 75 (Recycled Paper) of the Base Contract to Appendix C (Required Agreement)*.

5.16 SAFELY SURRENDERED BABY LAW

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

5.17 GREEN INITIATIVES

Proposer shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. The selected Proposer shall notify County of its existing or new green initiatives prior to effective date of the resultant Contract.

5.18 JURY SERVICE PROGRAM

The prospective Contractor is subject to the requirements of County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203) [CLICK HERE](#). Prospective contractors should carefully read the *Appendix G (Jury Service Ordinance)* and the pertinent jury service provisions of *Paragraph 46 (Compliance with County's Jury Service Program) of the Base Contract to Appendix C (Required Agreement)*, both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both the Contractor and its subcontractors ("Subcontractors").

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

5.18.1 The Jury Service Program requires each Contractor and its Subcontractors to have and adhere to a written policy, which provides that its employees shall receive from Contractor, on an annual

basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours: (i) if the lesser number is a recognized industry standard, as determined by County, or (ii) if 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 Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for the purposes of the Jury Service Program.

- 5.18.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation of other entity which has an agreement with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to any Contractor that (i) has ten (10) or fewer employees; and (ii) has annual gross revenues in the preceding twelve months which, if added to the annual amount of the Contract is less than \$500,000, and (iii) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
- 5.18.3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then Contractor must so indicate in the form in *Exhibit 10 (Contractor Employee Jury Service Program – Certification Form and Application for Exception)* of *Appendix D (Required Forms)* and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing Contractor's application, County will determine, in its sole discretion, whether Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. County's decision shall be final.

5.19 NOTIFICATION TO COUNTY OF PENDING ACQUISITIONS/MERGERS

The Proposer shall notify County of any pending acquisitions/mergers of its company. This information shall be provided by the Proposer on the form in *Exhibit 1 (Proposer's Questionnaire/Affidavit)* to *Appendix D (Required Forms)*. Failure by the Proposer to provide this information may eliminate its proposal from any further consideration. Proposer shall have a continuing obligation to notify County of changes to the information contained in *Exhibit 1 (Proposer's Questionnaire/Affidavit)* to *Appendix D (Required Forms)* during the pendency of this RFP by providing a revised *Exhibit 1 (Proposer's Questionnaire/Affidavit)* to County upon the occurrence of any event giving rise to a change in its previously-reported information.

5.20 PROPOSER'S CHARITABLE CONTRIBUTIONS COMPLIANCE

- 5.20.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the

Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective Contractors should carefully read *Appendix M (Background and Resources – California Charities Regulations)*. New rules cover California public benefit corporations, unincorporated associations and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenue (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

5.20.2 All Proposers must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the form in *Exhibit 12 (Charitable Contributions Certification)* to *Appendix D (Required Forms)*. A completed Exhibit 12 is a required part of any agreement with County.

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

5.20.3.1 They have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act (including the Nonprofit Integrity Act), but will comply if they become subject to coverage of those laws during the term of a County agreement,

OR

5.20.3.2 They are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

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

5.21 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

5.21.1 The prospective Contract is subject to the requirements of County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance set forth in *Appendix K (Defaulted Property Tax Reduction Program)* and the pertinent provisions of *Paragraph 49 (Defaulted Property Tax Reduction Program) of the Base Agreement to Appendix C (Required Agreement)*, both of which are incorporated by reference into and made a part of this RFP. The Defaulted Tax Program applies to both Contractors and their subcontractors.

5.21.2 Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any resultant Contract that may be awarded pursuant to this RFP or shall certify that they are exempt from the Defaulted Tax Program by completing the form in *Exhibit 11 (Certification of Compliance with County's Defaulted Property Tax Reduction Program)* to *Appendix D (Required Forms)*. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

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

5.22 TIME OFF FOR VOTING

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

5.23 PROPOSER'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO ZERO TOLERANCE HUMAN TRAFFICKING

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

Contractors are required to complete Exhibit 19 (Zero Tolerance Human Trafficking Policy Certification) in Appendix D (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Human Trafficking provision as defined in *Paragraph 77 (Compliance with County's Zero Tolerance Human Trafficking Policy) of Appendix C (Required Agreement)*. Further, contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

5.24 CONTRACTOR PROTECTION OF ELECTRONIC COUNTY INFORMATION

5.24.1 PROTECTION OF ELECTRONIC COUNTY PI, PHI AND MI – DATA ENCRYPTION STANDARD

The resultant Contract is subject to the encryption requirements set forth below (collectively, the "Encryption Standards"). Proposer shall become familiar with the Encryption Standards set forth herein and the pertinent provisions of the *Paragraph 18.3 (Protection of Electronic County Information – Data Encryption Standards) of Appendix C (Required Agreement)*, both of which are incorporated by reference into and made a part of this RFP.

Proposers shall be required to complete *Exhibit 13 (Proposer's Compliance with Encryption Requirements) to Appendix D (Required Forms)* providing information about Proposer's encryption practices and certifying that Proposer will be in compliance with the Encryption Standards at the commencement of the Contract and during the term of the Contract that may be awarded as a result of this solicitation. Proposers that fail to comply with the certification requirements of this provision shall be considered non-responsive and excluded from further consideration.

Proposers' shall use Exhibit 13 to disclose any and all use of remote servers (e.g. cloud storage, Software-as-a-Service or SaaS) for storage of County PI, PHI and/or MI (as such terms are defined in *Paragraph 18.3 (Protection of Electronic County Information – Data Encryption Standards) of Appendix C (Required Agreement)*). Such disclosure shall be subject to written approval of County's Chief Executive Office. Any use of remote servers may subject the Proposer to additional encryption requirements for such remote servers.

5.24.2 ENCRYPTION STANDARDS – STORED DATA

Contractors' and subcontractors' workstations and portable devices that are used to access, store, receive and/or transmit County PI, PHI or MI (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) shall be in accordance

with:

- a) Federal Information Processing Standard Publication (“FIPS”) 140-2;
- b) National Institute of Standards and Technology (“NIST”) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3);
- c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and
- d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices.

Advanced Encryption Standard (“AES”) with cipher strength of 256-bit is minimally required.

5.24.3 ENCRYPTION STANDARDS – TRANSMITTED DATA

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with:

- a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and
- b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance.

Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

6. COUNTY’S PREFERENCE PROGRAMS

6.1 COUNTY POLICY ON DOING BUSINESS WITH SMALL BUSINESSES

6.1.1 The County of Los Angeles has three preference programs: The Local Small Business Enterprise (“LSBE”), Disabled Veterans Business Enterprise (“DVBE”) and Social Enterprise (“SE”). The Board of Supervisors encourages business participation in the County’s contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.

6.1.2 The Preference Programs (LSBE, DVBE and SE) require that a business must complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in *Sections 6.2 (Local Small Business Enterprise (LSBE) Preference Program), 6.4 (Social Enterprise (SE) Preference Program), and 6.5 (Disabled Veteran Business Enterprises (DVBE) Preference Program)* below.

6.1.3 In no case shall the Preference Program (LSBE, DVBE and SE) price or scoring preference be combined with any other County preference program to exceed fifteen percent (15%) in response to any County solicitation.

6.1.4 Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE or SE when not qualified.

6.1.5 County also has a Policy on Doing Business with Small Businesses that is stated in *Appendix F (County of Los Angeles Policy on Doing Business with Small Businesses)*.

6.2 LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM

6.2.1 County will give LSBE preference during the solicitation process to businesses that meet the definition of an LSBE, consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. An LSBE is defined as a business: (1) certified by the State of California as a small business and

has had its principal place of business located in Los Angeles County for at least one (1) year; or (2) certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affairs' ("DCBA") inclusion policy that: (a) has its principal place of business located in Los Angeles County, and (b) has revenues and employee sizes that meet the State's Department of General Services requirements. The business must be certified by the Department of Consumer and Business Affairs (DCBA) as meeting the requirements set forth above prior to requesting the LSBE Preference in a solicitation.

- 6.2.2 To apply for certification as an LSBE, businesses should contact the Department of Consumer and Business Affairs at <http://dcba.lacounty.gov>.
- 6.2.3 Certified LSBEs may only request the preference if the certification process has been completed and certification is affirmed. To be considered for LSBE preference, a Business must complete and submit *Exhibit 7 (Request for Preference Consideration) to Appendix D (Required Forms)* and submit a letter of certification from the DCBA with its proposal.
- 6.2.4 Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at <http://www.pd.dgs.ca.gov/smbus/default>.

6.3 LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PROMPT PAYMENT PROGRAM

It is the intent of County that Certified LSBEs 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.

6.4 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

- 6.4.1 The County will give preference during the solicitation process to businesses that meet the definition of an SE, consistent with Chapter 2.205 of the Los Angeles County Code. An SE is defined as:
 - 1) A business that qualifies as an SE and has been in operation for at least one year (1) providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
 - 2) A business certified by the DCBA as an SE.
 - 6.4.2 The DCBA shall certify that a SE meets the criteria set forth in Section 0 above.
 - 6.4.3 Certified SEs may only request the preference if the certification has been completed and certification is affirmed. Businesses must complete and submit *Exhibit 7 (Request for Preference Consideration) to Appendix D (Required Forms)* and submit a letter of certification from the DCBA with their proposal.
 - 6.4.4 Further information on SEs also available on the DCBA's website at: <http://dcba.lacounty.gov>.
- ### **6.5 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM**
- 6.5.1 County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE vendor is defined as:
 - 1) A business which is certified by the State of California as a DVBE; or

- 2) A business which is verified as a service-disabled veteran-owned small business (“SDVOSB”) by the Veterans Administration; or
- 3) A business certified as DVBE with other certifying agencies pursuant to the DCBA’s inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.

6.5.2 The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA’s inclusion policy that meets the criteria set forth by the agencies in Section 01, 1) or 2) above.

6.5.3 Certified DVBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Exhibit 7 (Request for Preference Consideration) to Appendix D (Required Forms) and submit a letter of certification from the DCBA with their proposal.

6.5.4 Information about the State’s DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.dgs.ca.gov/pd/Home.aspx>.

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

7. PROPOSAL SUBMISSION REQUIREMENTS

In order to have their proposals evaluated, Proposers responding to this RFP must comply with the content, sequence, format and other proposal requirements as set forth below in this *Section 7*, including key project dates, activities and instructions to Proposers regarding preparation and submission of proposals.

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

7.1 TRUTH AND ACCURACY OF REPRESENTATIONS

False, misleading, incomplete or deceptively unresponsive statements or altered published RFP documents, including response documents in connection with a proposal, shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at the Director’s sole judgment and his/her judgment shall be final.

7.2 RFP TIMETABLE

The timetable for this RFP is as follows:

| | |
|--|----------------------|
| Release of RFP..... | June 6, 2018 |
| Request for a Solicitation Requirements Review Due..... | June 20, 2018 |
| Written Questions Due..... | June 20, 2018 |
| Last day to confirm attendance to Mandatory Proposers’ Conference..... | June 22, 2018 |
| Mandatory Proposers’ Conference..... | June 27, 2018 |
| Questions and Answers Released..... | July 11, 2018 |
| Proposals Due (2:00 p.m. Pacific Time)..... | July 20, 2018 |

7.3 SOLICITATION REQUIREMENTS REVIEW

Any person or entity may seek a Solicitation Requirements Review by submitting to the Department the form in *Appendix E (Transmittal Form to Request a Solicitation Requirements Review)* of the RFP along with supporting documentation, as described in this *Section 7.3*. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following conditions:

- The request for a Solicitation Requirements Review is received by the Department within ten (10) Business Days of the release of the RFP, as specified in *Section 7.2 (RFP Timetable)* above;
- 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:
 - a. application of the Minimum Mandatory Requirements, Evaluation Criteria and/or Business Requirements unfairly disadvantages the Proposer; or
 - b. due to unclear instructions, the process may result in County not receiving the best possible responses from prospective Proposers.

The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the Proposer, in writing, within a reasonable time prior to the proposal due date. Any request for a Solicitation Requirements Review should be submitted to the Contract Manager identified in *Section 5.2 (Contact with County Personnel)* above.

7.4 PROPOSERS' QUESTIONS

7.4.1 Proposers may submit written questions regarding this RFP by mail, fax or e-mail to the Contract Manager identified in *Section 5.2 (Contact with County Personnel)*. All questions must be received by 5:00 pm PT on the date specified in *Section 7.2 (RFP Timetable)*. All questions will be compiled with the appropriate answers and issued as an addendum to the RFP without identifying the submitting company.

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

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

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

The names of Proposers submitting questions during the question and answer period will be held in confidence during the initial stages of the RFP. County reserves the right not

to respond to questions that it deems confidential, inappropriate or not material to the RFP.

7.5 MANDATORY PROPOSERS' CONFERENCE

A Mandatory Proposers' Conference will be held to discuss the RFP, whereby County staff will provide an overview of the CBS project and respond to questions from potential Proposers. All potential Proposers must attend this Conference. Proposers who fail to attend the Mandatory Proposers' Conference will have their proposals rejected as non-responsive (disqualified) without review and eliminated from further consideration. Proposers who are in attendance will be required to sign a Non-Disclosure Agreement as set forth in *Exhibit 21 to Appendix D (Required Forms)* in order to be provided confidential information necessary to respond to the RFP. The conference is scheduled to take place on the date specified in *Section 7.2 (RFP Timetable)* as follows:

1:30 p.m. Pacific Time
Herzberg – Davis Forensic Science Center
Media Room
1800 Paseo Rancho Castilla (on the Cal State L.A. campus)
Los Angeles, CA 90032

7.6 PREPARATION OF THE PROPOSAL

- 7.6.1 Two (2) separate proposals must be submitted in response to this RFP: a Business Proposal and a Cost Proposal. All proposals must be bound and submitted in the format prescribed below in this RFP. Any proposal that deviates from this format may be rejected as non-responsive without review, at County's sole discretion.
- 7.6.2 In preparing the written proposal, the Proposer should take care to do so in its own words without simply copying the language in this RFP. Failure to respond completely and thoroughly and to provide the requested and/or required information and/or documentation in the submitted proposal may result in the Proposer being found non-responsive to this RFP and its proposal being rejected from further review in the County's sole and absolute discretion. Any information contained in the submitted proposal is subject to verification at any time by County.
- 7.6.3 The Department will also conduct a reasonable inquiry to determine the responsibility of a Proposer. The failure of a Proposer to promptly supply information in connection with such inquiry, including, but not limited to, information regarding past performance, financial stability and ability to perform on schedule, may be deemed non-responsive and may be grounds for a determination of non-responsibility with respect to such Proposer.
- 7.6.4 By submitting a proposal, Proposer agrees to provide the Department with an explanation of any information provided in its proposal, which the Department, in its discretion, may require for an accurate determination of the Proposer's qualifications or ability to perform its obligations under the resultant Contract.

7.7 BUSINESS PROPOSAL FORMAT

Each RFP response must include a Business Proposal which shall contain all information specified in this *Section 7.7*.

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

7.7.1 TITLE PAGE

The first page of the proposal must consist of a title page with the name of the firm, title of the RFP (“Criminal Booking System (CBS) Solution RFP”), date of submission and identification of printed documents as “Original” or “Copy”.

7.7.2 TABLE OF CONTENTS

The table of contents shall outline all components of the proposal, including a clear definition of each, identified by sequential page numbers and the proposal section numbers prescribed below in this *Section 7.7*.

7.7.3 COVER LETTER

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

7.7.4 PROPOSER’S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION AND REQUIRED SUPPORT DOCUMENTATION

Part A – Proposer’s Organization

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

In fulfillment of this Part A, Proposer shall complete Exhibit 1 (*Proposer’s Questionnaire/Affidavit*) to Appendix D (*Required Forms*) and provide the following supporting documentation:

Corporations or Limited Liability Company (LLC): The Proposer must submit the following documentation with the Proposal:

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

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

If the above- 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.

Part B – Compliance with Minimum Mandatory Requirements

Proposer shall provide all information requested in [*Part B (Compliance with Minimum Mandatory Requirements)*] using Exhibit 1 (*Proposer’s Questionnaire/Affidavit*) to Appendix D

(*Required Forms*) in support of its compliance with all Minimum Mandatory Requirements identified in *Section 3 (Proposer's Minimum Mandatory Requirements)* of this RFP.

Part C – Certification

The Proposer shall complete, sign and date *Part C (Certification)* of *Exhibit 1 (Proposer's Questionnaire/Affidavit)* to *Appendix D (Required Forms)* to certify the veracity and accuracy of all information provided in *Exhibit 1 (Proposer's Questionnaire/Affidavit)* to *Appendix D (Required Forms)*. **The person signing the form must be authorized to sign on behalf of the Proposer and to bind the Proposer to the resultant Contract.**

7.7.5 EXECUTIVE SUMMARY (SECTION A)

Summarize the contents of the Proposer's Business Proposal to provide the Department with a broad understanding of the Proposer's solution, approach, qualifications, experience and staffing. This Section of the Business Proposal shall, to the extent not provided on *Exhibit 1 (Proposer's Questionnaire/Affidavit)* to *Appendix D (Required Forms)*, also include among others the following information:

- a. Whether or not the Proposer intends to perform and complete all work described in the resultant Contract as a single Contractor. If not, list the names of all proposed subcontractors.
- b. The office name and location(s) including address (es) that the Proposer intends to utilize during the implementation, testing and maintenance and support phases of the resultant Contract.
- c. A statement identifying Proposer's company structure/organization, the origins of the firm and listing of the name(s) of the parent company and any acquisitions and/or subsidiaries, if any.
- d. Copies of business licenses, permits, and fictitious business name filings, as applicable.

7.7.6 PROPOSER'S QUALIFICATIONS (SECTION B)

Proposer must clearly demonstrate that the Proposer's organization has the experience and capability to perform the Work required by this RFP as set forth in Appendix A (Statement of Work). The following sections must be included in the proposal, in which the Proposer must:

1. Background and Experience (Section B.1)

Provide a summary of relevant background information to demonstrate that the Proposer meets the Minimum Mandatory Requirement(s) stated in *Section 3 (Proposer's Minimum Mandatory Requirements)* of this RFP and has the capability to perform the required Work as a corporation or other single entity.

2. Proposer's Key Staff (Section B.1)

Also for this Section B.1, Proposer shall identify key staff responsible for implementing the Solution, to wit:

- a. Proposer's Project Director
- b. Proposer's Project Manager
- c. Proposer's key technical staff

and for each of the above; provide name, summary of background and experience, area(s)

of expertise, resume, and applicable certifications.

3. **References and Contracts (Section B.2)**

Each Proposer must complete and include *Exhibits 2, 3 and 4 to Appendix D (Required Forms)* as provided below. 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.

a. *Exhibit 2 (Prospective Contractor References)*

Proposer must provide references from at least two (2) current clients for which the Proposer provided the same or similar work as set forth in this RFP with solutions similar in size and complexity to that of the County of Los Angeles procured hereunder. The references must be able to speak to the Proposer's services provided within the last eight (8) years.

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

Proposer must provide a listing of all contracts with public law enforcement entities in the past three (3) years. The information should identify each contract, time period of the contract, company name, contact person and their telephone number, annual agreement dollar amount and a description of the work provided.

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

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

It is the Proposer's sole responsibility to ensure that the firm's name and point of contact's name, title and phone number for each reference is accurate. The same references may be listed on both forms in *Exhibits 2 (Prospective Contractor References) and 3 (Prospective Contractor List of Contracts) of Appendix D (Required Forms)*.

For each reference provided, Proposer should include staff and their responsibilities for each project listed. Indicate commencement dates for development and maintenance for each project. The narrative should also include:

- Detailed description of the project including the size, scope and original contract amount;
- Any problems encountered throughout the system life cycle and the Proposer's solution or workaround provided;
- Troubleshooting and solutions provided;
- Hosting and environment solution used;
- Names and position of personnel utilized on each project.

County may, at its sole discretion, either disqualify a Proposer or deduct evaluation points if:

- References fail to substantiate the Proposer's description of the work provided; or
- References fail to support that the 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.

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

4. **Financial Capability (Section B.3)**

Provide copies of the company's most current and prior two (2) fiscal years (for example 2016 and 2015) financial statements. Statements should include the company's assets, liabilities and net worth and at a minimum should include the Balance Sheet, Statement of Income, and the Statement of Cash Flows. If audited statements are available, these should be submitted to meet this requirement. Do not submit the entire detailed financial documentation used to support the Balance Sheet, et al. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

5. **Pending Litigation and Judgments (Section B.4)**

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

7.7.7 **PROPOSED SOLUTION (SECTION C)**

In Section C of the Business Proposal, Proposer must describe the Solution to be provided under the resultant Contract, as provided below.

1. **Proposer's Approach and Methodology (Section C.1)**

In Section C.1 of the Business Proposal, Proposer must address its management approach and methodology toward fulfilling the requirements of this RFP, including those set forth in *Appendix A (Statement of Work)*, *Appendix B (Minimum Solution Requirements)*, *Exhibit 16 (Solution Requirements Response)* to *Appendix D (Required Forms)* and any resultant Contract, as well as how Proposer intends to provide, implement, maintain and support the Solution procured under this RFP. The Proposer's approach and methodology must clearly demonstrate that the Proposer accepts and meets all requirements of this RFP.

2. **Statement of Work (Section C.2)**

Proposer shall provide its response to *Appendix A (Statement of Work)*, which shall adhere to the instructions and requirements set forth in this RFP, including *Appendix B (Minimum Solution Requirements)*, *Exhibit 16 (Solution Requirements Response)*, and *Exhibit 17 (Statement of Work Response Form)* of *Appendix D (Required Forms)*.

- a. In its response to the Statement of Work, the Proposer shall describe how it intends to provide the Solution, sequentially addressing how Proposer will execute each Task in the SOW. Proposer shall submit a proposed draft Detailed Work Plan identifying all resources to be allocated to the project, at the Task level, and the number of hours estimated to complete each Task. Proposer shall identify by name, each of Proposer's staff identified to perform each Task and the qualifications of such person to perform the Task. The Detailed Work Plan shall include a master schedule/timeline which incorporates all Tasks, showing critical path dependencies along with all possible parallel Tasks.

The Detailed Work Plan shall be submitted in both .pdf and editable Microsoft Project™ formats (.mpp). Acceptable versions of .mpp are 2007 or higher.

- b. Contractor shall review all Contractor and County “assumptions” listed in Paragraph # of *Appendix A (Statement of Work)*. Contractor shall comment on each assumption listed demonstrating to County’s satisfaction its understanding thereof.

3. **Solution Requirements (Section C.3)**

The Proposer shall adhere to the instructions for, and provide a response to, *Exhibit 16 (Solution Requirements Response Matrix)* to *Appendix D (Required Forms)* to specify to what extent and how the proposed Solution meets each of the requirements specified in such *Exhibit 16 (Solution Requirements Response Matrix)*. The proposed Solution shall meet all requirements set forth in *Appendix B (Minimum Solution Requirements)*. For this Section C.3, Proposer shall provide a flow chart and narrative describing Proposer’s Solution architecture as well as a detailed description of its business continuity plan to ensure uninterrupted operation of the Solution.

7.7.8 **TERMS AND CONDITIONS (SECTION D)**

It is the duty of every Proposer to thoroughly review the Statement of Work and the Required Agreement to ensure compliance with all terms, conditions and requirements set forth therein. It is the County’s expectation that in submitting a proposal, Proposers will accept, as stated, County’s Work requirements set forth in the Statement of Work and the terms and conditions set forth in the Required Agreement. However, Proposers may take exceptions to County’s Statement of Work requirements or Required Agreement terms and conditions, provided they follow the instructions set forth in this *Section 7.7.8* below. In the event a Proposer takes any exceptions to the Statement of Work or the Required Agreement, for each exception taken, the Proposer shall provide:

- a. An explanation of the reason(s) for the exception;
- b. The proposed alternative language;
- c. A description of the impact, if any, to the Proposer’s price; and
- d. A red-lined version of the language at issue.

County relies on this procedure. Therefore, any Proposer that fails to make timely exceptions as required herein may be barred, at County’s sole discretion, from later making such exceptions. County reserves the right to determine, in its sole discretion, that a Proposer’s exceptions are material enough to deem its proposal non-responsive and not be subject to further evaluation or to deduct points from the Proposer’s evaluation score.

1. **Statement of Work (Section D.1)**

The selected Contractor shall be required to provide and complete all tasks, subtasks, deliverables, goods, services and other work described in *Appendix A (Statement of Work)* including all Exhibits thereto, as such may be modified by County prior to the commencement of the negotiations of the resultant Contract.

Proposer may, however, provide additional detail and specificity to *Appendix A (Statement of Work)* while maintaining the original scope and format of such *Appendix A (Statement of Work)* as provided in this *Section 7.7.8*. Based on the response, the Proposer shall check the appropriate box on *Exhibit 14 (Statement of Work Certification)*

to *Appendix D (Required Forms)*. Failure by the Proposer to provide such certification shall deem its proposal non-responsive, subject to the disqualification from consideration.

County reserves the right to make changes to the Statement of Work, including any Exhibits, Attachments and Schedules thereto, at its sole discretion.

2. **Required Agreement (Section D.2)**

It is the duty of every Proposer to thoroughly review *Appendix C (Required Agreement)*, including all applicable insurance provisions and any and all Exhibits, Attachments and Schedules thereto, to ensure compliance with all of its terms and conditions. It is County's expectation that in submitting a proposal, Proposers will accept all of the terms and conditions specified in such *Appendix C (Required Agreement)*, as such may be modified by County prior to the commencement of the negotiations of the resultant Contract.

Section D.2 of Proposer's response to the RFP must include a certification of Proposer's acceptance of all requirements specified in the Required Agreement as set forth in *Appendix C* by completing *Exhibit 15 (Required Agreement Certification) of Appendix D (Required Forms)*. Failure by the Proposer to provide such certification shall deem its proposal non-responsive, subject to disqualification from consideration.

By responding to this RFP, each Proposer acknowledges and agrees that any statistical or factual information included in this RFP is provided for informational purposes only, without any warranties or representations with respect to the future.

County reserves the right to make changes to the Required Agreement, including any Exhibits, Attachments and Schedules thereto, at its sole discretion.

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

Proposer must provide proof that it meets all insurance requirements set forth in *Paragraph 14 (Insurance) of the Base Contract to Appendix C (Required Agreement)*. If a Proposer does not currently have the required coverage, a letter from a qualified insurance carrier, indicating a willingness to provide the required coverage should the Proposer be awarded the Contract, may be submitted with the proposal.

7.7.10 **PROPOSER'S GREEN INITIATIVES**

Describe your company's current environmental policies and practices and those proposed to be implemented.

7.7.11 **REQUIRED FORMS (SECTION F)**

Proposers shall include in their responses all fully completed and executed required forms set forth in *Appendix D (Required Forms)*, as provided below.

EXHIBIT 1 *Proposer's Questionnaire/Affidavit*

EXHIBIT 2 *Prospective Contractor References*

EXHIBIT 3 *Prospective Contractor List of Contracts*

EXHIBIT 4 *Prospective Contractor List of Terminated Contracts*

EXHIBIT 5 *Certification of No Conflict of Interest*

EXHIBIT 6 *Familiarity with County Lobbyist Ordinance Certification*

- EXHIBIT 7 *Request for Preference Program Consideration*
- EXHIBIT 8 *Proposer's EEO Certification*
- EXHIBIT 9 *Attestation of Willingness to Consider GAIN/GROW Participants*
- EXHIBIT 10 *Contractor Employee Jury Service Program – Certification Form and Application for Exception*
- EXHIBIT 11 *Certification of Compliance with County's Defaulted Property Tax Reduction Program*
- EXHIBIT 12 *Charitable Contributions Certification (if applicable)*
- EXHIBIT 13 *Proposer's Compliance with Encryption Requirements*
- EXHIBIT 14 *Statement of Work Certification*
- EXHIBIT 15 *Required Agreement Certification*
- EXHIBIT 16 *Solution Requirements Response Matrix*
- EXHIBIT 17 *Statement of Work Response Form*
- EXHIBIT 18 *Zero Tolerance Human Trafficking Policy Certification*
- EXHIBIT 19 *Cost Proposal Form*
- EXHIBIT 20 *Certification of Independent Price Determination and Acknowledgment of RFP Restrictions*
- EXHIBIT 21 *Non-Disclosure Agreement*

7.8 COST PROPOSAL FORMAT

Each RFP response must include a Cost Proposal which shall contain all costs related to completing all Work outlined in the SOW and the resultant Agreement. The Cost Proposal must follow the instructions set forth in such *Exhibit 19 (Cost Proposal Form)*. Cost Proposals must be realistic and not capable of being construed as unrealistically low for the goods and services proposed as part of the Solution in response to the RFP. The content and sequence of the Cost Proposal must be as follows:

1. Title Page – identifying, at a minimum, the name of the firm, title of the RFP, date of submission and identification of printed documents as “Original” or “Copy”.
2. Cost Proposal Form – completed *Exhibit 19 (Cost Proposal Form) of Appendix D (Required Forms)*.
3. Independent Price Determination Certification – completed *Exhibit 20 (Certification of Independent Price Determination and Acknowledgement of RFP Restrictions) of Appendix D (Required Forms)*.

7.9 PROPOSALS

7.9.1 PROPOSAL SUBMISSION

Each of the *Proposals* submitted (*Business Proposal* and *Cost Proposal*) must include (i) the original *Proposal* bound on 8½ x 11” white bond paper, (ii) one (1) unbound printed copy suitable for being copied by County personnel, (iii) three (3) bound printed copies, and (iv) two (2) electronic copies of the proposal on a flash drive or other digital media. Each electronic copy

shall include both editable and character recognition pdf versions of the Proposal.

Everything constituting the proposal and all documents submitted in connection with this RFP shall be written in English and use standard U.S. units of measure. All prices and/or costs shall be provided in U.S. dollars. RFP response documents must use Microsoft Word with a minimum font size of 12 pt, in Times New Roman. Excel spreadsheets and charts may have a font size of 10 pt minimum, in Times New Roman font. The Detailed Work Plan shall be submitted in both .pdf and editable Microsoft Project™ formats using the most current or most recent version prior of Microsoft Project available.

The original *Business Proposal* bound, one (1) unbound copy, three (3) bound copies and two (2) electronic copies on a flash drive or other digital media (including a character recognition PDF) shall be enclosed 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:

**“BUSINESS PROPOSAL FOR
CRIMINAL BOOKING SYSTEM (CBS) SOLUTION RFP”**

The original *Cost Proposal* bound, one (1) unbound copy, three (3) bound copies, and two (2) electronic copy on a flash drive or other digital media (including a character recognition PDF) must be submitted in a separate sealed package, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

**“COST PROPOSAL FOR
CRIMINAL BOOKING SYSTEM (CBS) SOLUTION RFP”**

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

7.9.2 PROPOSAL DELIVERY

It is the sole responsibility of each submitting Proposer to ensure that its response to this RFP (including the Business Proposal and the Cost Proposal) is received before the submission deadline. The proposals shall be delivered or mailed to the individual identified as the Contract Analyst identified in *Section 5.2 (Contact with County Personnel)* of this RFP. Submitting Proposers shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any proposals received after the scheduled closing date and time for receipt of proposals, as listed in *Section 7.2 (RFP Timetable)* of this RFP, will not be accepted and will be returned to the sender unopened. Timely hand-delivered proposals are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

7.9.3 FIRM OFFERS

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

7.10 **PROPOSER’S DEMONSTRATION**

The highest ranked Proposers will be invited to provide demonstrations of their proposed Solutions. All written proposals will be evaluated without consideration for cost, and will receive

an initial score. The highest ranking Proposers will be determined by the logical break point in the initial evaluation scores. At minimum, two Proposers will be selected to provide demos.

The purpose of the demonstration is to provide members of the evaluation committee and subject matter expert stakeholders with a functional overview of the Solution presented in the response to this RFP. Presenting Proposers shall:

- i. Focus on the Proposed Solution – Proposers will be required to focus their presentations on the proposed Solution architecture that was presented in their RFP response.
- ii. Follow the Scripted Scenarios – County will provide all invited Proposers with 3 scenarios. Proposers shall create a scripted demo to partially validate the proposed Solution for each scenario.
- iii. ABSM Functionality – County recognizes that ABSM may not be included with Proposer’s Solution, and may likely require customization. For the CBS ABSM, Proposers may consider the customization of a Field Based Reporting System (FBRS) with which they presently integrate. Proposers without either ABSM or FBRS functionality will be required to storyboard and work flow their proposed concept, and provide a technical presentation to demonstrate their understanding of the Requirements.
- iv. Proposers shall be responsible for demonstrating the functionality of all proposed hardware, inclusive of computers/laptops, printers and all County-required biometric capture devices for a general Livescan setup as defined in (Exhibit G.1 of the SOW).
- v. Avoid Marketing – Proposers shall not include marketing materials in their demonstrations (e.g. brochures, handouts, promotional items or any other marketing tools).

County will schedule the demonstration at a designated facility in Los Angeles County. The invited Proposers will be required to be on-site for the demonstration.

Proposers will be responsible for their own travel accommodations. County will not make any travel arrangements or cost reimbursements. Questions regarding the demonstration should be submitted as a written question during the RFP question and answer window provided in the timetable specified in *Section 7.2 (RFP Timetable)* of this RFP.

During the demonstration, the Evaluation Committee or other stakeholders may ask additional questions regarding the proposed Solution’s functionality and capabilities. Proposers must be able to address all asked questions during the demonstration. Proposers attending the demonstration will not be allowed to request time to provide responses outside of the demonstration. The demonstration will last a minimum of (4) four hours, and shall not exceed (8) eight hours (1 business day). It is important that Proposers have the appropriate business and technical personnel available to address any questions posed by County during the demonstration. A conference line will be provided for additional support resources unable to attend the demonstration.

Prior to the demonstration, County will notify selected Proposers and provide an agenda and pertinent information regarding the format of the demonstration. All products demonstrated must be exactly as those proposed in Contractor’s RFP response.

8. SELECTION PROCESS AND EVALUATION CRITERIA

8.1 SELECTION PROCESS, GENERAL

- 8.1.1 County will conduct a comprehensive, fair and impartial evaluation of proposals received in response to this RFP. County will select the successful proposer through a formal evaluation process, established prior to the opening and evaluation of proposals and remaining fixed throughout the procurement cycle. Consideration will be given to capabilities or advantages that are clearly described in the proposals, confirmed by any demonstrations, oral presentations and/or any site visits, and verified by information from reference sources contacted by county. County reserves the right to contact individuals, entities or organizations that have had recent contracts or relationships with the proposer and staff intended for this effort, whether or not they are identified as references, to verify that the proposer has successfully performed its contractual obligations in other similar efforts.
- 8.1.2 County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin upon receipt of all timely submitted proposals. 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. The evaluation committee may utilize the services of appropriate experts to assist in the evaluation.
- 8.1.3 All proposals will be evaluated based on the criteria listed below. All proposals will first be screened to determine initial appearance of compliance with the minimum mandatory requirements. All proposals that pass the initial screening of the minimum mandatory requirements will then be evaluated based on the evaluation criteria and corresponding weighting factors (“evaluation criteria”) listed below in this *section 8 (Selection Process and Evaluation Criteria)*. The proposals will be scored and ranked in numerical sequence from high to low. The highest ranking qualified proposers being evaluated will also be invited for a demonstration and presentation as provided in *section 7.10 (Proposer’s Demonstration)*.
- 8.1.4 After a prospective contractor has been selected, County and the prospective contractor(s) will negotiate a contract for submission to County’s Board of Supervisors for its consideration and possible approval. If a satisfactory contract cannot be negotiated with a selected prospective contractor, County may, at its sole discretion, disqualify such selected prospective contractor and begin contract negotiations with the next qualified proposer that submitted a proposal, as determined by County.
- 8.1.5 Notwithstanding the foregoing, County retains the right to select a proposal other than the qualified proposal with the highest number of points if County determines, in its sole discretion that another proposal is the most overall qualified, cost-effective, responsive, responsible, and in the best interest of County.

8.2 ADHERENCE TO MINIMUM MANDATORY REQUIREMENTS (PASS/FAIL)

Proposals will first be screened to determine compliance with all proposal submission and other requirements, including timeliness, signatures, required format and content, completion of required forms and other RFP requirements.

As part of this evaluation phase, proposals will be evaluated to determine compliance with the Minimum Mandatory Requirements. The determination to disqualify a proposal during this evaluation phase shall be on a Pass/Fail basis, as determined by County.

County will review each of Proposer's responses, including the information provided in *Exhibit 1 (Proposer's Questionnaire/Affidavit)* of *Appendix D (Required Forms)* as well as *Section A (Executive Summary)* and *Section B (Proposer's Qualifications)* of the Business Proposal and determine if the Proposer meets the Minimum Mandatory Requirements as specified in *Section 3 (Proposer's Minimum Mandatory Requirements)* of this RFP. Minimum Mandatory Requirements may be revisited at any time during the review/evaluation process.

Failure by the Proposer to comply with the Minimum Mandatory Requirements will eliminate its proposal from further consideration. County may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

8.3 DISQUALIFICATION REVIEW

A proposal may also be disqualified from consideration if the Department, at any time during the review/evaluation process, determines such proposal to be non-responsive, including if it fails to meet the Minimum Mandatory Requirements. If the Department determines that a proposal is disqualified due to the Proposer's failure to meet the Minimum Mandatory Requirements or that its proposal is otherwise non-responsive, the Department will provide the Proposer with a written notification, which shall include the deadline for requesting a Disqualification Review.

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

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

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

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

A Proposer may also be disqualified for non-responsibility as provided in *Section 5.8 (Determination of Proposer Responsibility)*.

8.4 PROPOSAL EVALUATION

Evaluation of proposals will be based on a combination of proposal price, soundness of the proposed technical solution, management approach, Proposer's and its proposed staff's qualifications and other factors, as specified in this *Section 8 (Selection Process and Evaluation Criteria)*. The evaluation criteria and corresponding percentages and weighting factors for the major categories that will be used to evaluate the proposals during the evaluation phase will be comprised of the factors itemized in the table below:

| | EVALUATION CRITERIA CATEGORY – PROPOSAL SECTION | SUBCATEGORY WEIGHT | CATEGORY WEIGHT (%) | MAXIMUM POINTS |
|--|--|-----------------------|------------------------|-------------------|
| | BUSINESS PROPOSAL | | 75% | 7,500 |
| | <i>Proposer’s Management Approach and Detailed Work Plan/Proposer’s Qualifications (Sections B.1-B.4, C.1 and C.3)</i> | 20% | | |
| | <i>Functional Requirement – Livescan Devices (Section C.3)</i> | 32% | | |
| | <i>Functional Requirement – ABSM (Section C.3)</i> | 13% | | |
| | <i>Functional Requirement – Central Server (Section C.3)</i> | 10% | | |
| | COST PROPOSAL | | 25% | 2,500 |
| | TOTAL | | 100% | 10,000 |

8.5 BUSINESS PROPOSAL EVALUATION AND CRITERIA (75%)

Business Proposals that have passed the Minimum Mandatory Requirements will be evaluated for quality and evidence provided in support of the Proposer’s ability to meet the requirements of this RFP, including *Section 3 (Proposer’s Minimum Mandatory Requirements)* above, and scored based on the Evaluation Criteria set forth in this *Section 8.5 (Business Proposal Evaluation and Criteria (75%))* below.

All information received during the evaluation process shall be considered, including: the Proposer’s written proposal, demonstration of the Solution, if any, and any direct hands-on experience/observations made by the evaluators while directly reviewing the proposed Solution. Additionally, the evaluation team may consult subject matter experts during the evaluation process which will also be considered.

8.5.1 PROPOSER’S QUALIFICATIONS

Each Proposer will be evaluated based on information provided in *Section B (Qualifications)* of the Business Proposal in response to *Section 7.7.6 (Proposer’s Qualifications (Section B))* of this RFP. Proposer will be evaluated on its experience and capacity as a corporation or other entity to perform the required work based on information provided in *Section B.1 (Background and Experience)* of the Business Proposal.

Proposer will also be evaluated on the verification of references provided in Section B.2 (References and Contracts) of the Business 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. This review may result in point deductions up to 100% of the total points awarded in this evaluation category. Additionally, a review of terminated contracts will be conducted which may result in point deductions. Finally, Proposers will also be evaluated on any interview(s) and/or presentation(s), if appropriate.

A review will be conducted to evaluate the Proposer’s financial capability as provided in *Section B.3 (Financial Capability)* of the Business Proposal.

A review will be conducted to determine the significance of any litigation or judgments pending against the Proposer as provided in *Section B.4 (Pending Litigation and Judgments)* of the Business Proposal.

8.5.2 PROPOSED SOLUTION

- A. Each Proposer will be evaluated on the management approach and methodology the Proposer intends to use to fulfill the requirements set forth in this RFP, based on the information provided in *Section C (Proposer's Solution)* of the Business Proposal in response to *Section 7.7.7 (Proposed Solution (Section C))* of this RFP, including *Sections C.1 (Proposer's Approach and Methodology)*, and *C.2 (Statement of Work)*.
- B. *C.3 (Solution Requirements)* and of the Business Proposal and *Schedule C.4 (System Performance Requirements)* of Exhibit B (*Service Level Agreement*) to *Appendix A (Statement of Work)*, taking into account the Solution described in the proposal, demonstrations, and direct observations by evaluators.

8.5.3 Initially, all Proposals received in a timely manner will be given a preliminary score by the evaluation committee. The highest ranked Proposers, as solely determined by the County, will be invited to conduct demonstrations of their Solutions in accordance with *Section 7.10 (Proposer's Demonstration)* of the RFP to corroborate their Business Proposals.

At the conclusion of the demonstrations, the evaluation committee will be afforded the opportunity to revise their preliminary scoring for this section (i.e. one or more components of the demonstration contradict Proposer's written proposal), to arrive at a final score.

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

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

8.7 **COST PROPOSAL EVALUATION (25%)**

Cost Proposals will be evaluated based on the pricing information submitted by the Proposers for each section on *Exhibit 19 (Cost Proposal Form)* to *Appendix D (Required Forms)* per instructions specified therein and in *Section 7.8 (Cost Proposal Format)*. The maximum number of possible points for each Cost Proposal section will be awarded to the Cost Proposal with the lowest cost in that section, with all other proposals for that section compared to the lowest cost, and points awarded accordingly. The points for all sections will then be totaled for a Cost Proposal. Sections without any cost proposed will be interpreted by County as "included" as part of the Solution price.

However, should one or more of the Proposers request and be granted the LSBE Preference, SE Preference or the DVBE Preference, the cost component points will be determined as Cost Proposal Evaluation (25%) follows:

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

In no case shall any Preferences be combined to exceed fifteen percent (15%) of the lowest responsible bid.

8.8 **PROPOSED CONTRACTOR SELECTION REVIEW**

8.8.1 DEBRIEFING PROCESS

Upon completion of the evaluation, and prior to entering into negotiations with the selected Proposer, the Department shall notify the remaining Proposers in writing that the Department is

entering into negotiations with another selected Proposer. Upon receipt of such notification, any non-selected Proposer may submit a written request for a debriefing (“Debriefing”) within the time specified in the notification letter. A request for a Debriefing may, in the Department’s sole discretion, be denied if the request is not received within the specified timeframe.

The purpose of the Debriefing is to compare the requesting Proposer’s response to the solicitation document with the evaluation document. The requesting Proposer shall be debriefed only on its response. Because the Contract execution process has not been completed, responses from other Proposers shall not be discussed, although the Department may inform the requesting Proposer of its relative ranking.

During or following the Debriefing, the Department will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (see *Section 8.8.2 (Selection Review)* below), if the requesting Proposer is not satisfied with the results of the Debriefing.

8.8.2 SELECTION REVIEW

Any Proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review described in this *Section 8.8.2 (Selection Review)* may submit a written request for a Proposed Contractor Selection Review in the manner and timeframe as shall be specified by the Department.

A request for a Proposed Contractor Selection Review may, in the Department’s sole discretion, be 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:
 1. The Department materially failed to follow procedures specified in its solicitation document, which includes:
 - a. Failure to correctly apply the standards for reviewing the proposal format requirements.
 - b. Failure to correctly apply the standards and/or follow the prescribed methods for evaluating the proposals as specified in the solicitation document.
 - c. Use of evaluation criteria that were different from the Evaluation Criteria disclosed in the solicitation document.
 2. The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended Contractor.
 3. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
 4. Another basis for review as provided by State or Federal law; and
- (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 shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review and always before the date the Contract award recommendation is scheduled to be heard by the Board. The written decision shall additionally instruct the Proposer of the manner and timeframe for requesting a review by a County Review Panel (see *Section 8.9 (County Independent Review Process)* below).

8.9 COUNTY INDEPENDENT REVIEW PROCESS

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

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

- (1) The person or entity requesting a County Independent Review is a Proposer;
- (2) The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
- (3) The person or entity requesting a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from the Department's written decision and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in *Section 8.8.2 (Selection Review)* above.

Upon completion of the County Independent Review process, the Department will provide a copy of the County Independent Review report to the Proposer.

REQUEST FOR PROPOSALS
FOR
CRIMINAL BOOKING SYSTEM (CBS) SOLUTION



APPENDIX A
STATEMENT OF WORK

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1. General

1.1 Introduction

The Los Angeles County Sheriff's Department ("Department") intends to procure via an open and competitive solicitation, a Criminal Booking System ("CBS") solution ("CBS Solution" or "Solution") which includes:

- Replacing its existing livescan equipment and software, and central server functionality;
- Interfacing to both internal and external Department systems;
- Providing field booking capabilities from a web browser, on a secured network, which County is calling an Automated Booking Segment Module ("ABSM"); and
- Ability to operate on Department's PAC50 Network

The Solution software must be based on a Contractor's Commercial Off-the-Shelf ("COTS") software product, and not be custom-- developed for Department.

The Department's Los Angeles County Regional Identification System Unit's ("LACRIS") objective is providing and supporting criminal biometric identity solutions within Los Angeles County, including all Department locations as well as all participating law enforcement agencies (also, "Participating Agencies") in Los Angeles County.

1.2 Background

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

Presently, LACRIS and the current Livescan vendor supports 167 Livescan devices and 144 printers at 118 different Participating Agency locations. These Livescan devices however are over 9 years old and nearing their technology end of life. Currently, the County performs 360,000 bookings per year, from all its Participating Agencies, and anticipates a one (1) percent volume increase per year. Department is currently implementing a web-based Automated Booking System ("ABS") so that its deputies can begin a subject's booking entry in the field. The Department's ABS is comparable to a COTS Field Based Reporting System (FBRS). ABS however

includes less FBRs functionality; only that used in booking a subject, then integrating that associated data with a Livescan system.

ABS was developed and is being maintained by a vendor (other than the existing Livescan vendor), to support only the Department's stations, and currently interfaces with the Livescan system.

Since preliminary field bookings are closely associated to the more prevalent livescan device bookings at the Participating Agency locations, the Solution will combine both functionalities. The Solution Requirements includes, as part of the complete Solution, an Automated Booking Segment Module ("ABSM") component. The ABSM will be browser-based, available from any computer device that has internet connectivity from a secure network, and is fully integrated with the Livescan software and CBS Solution.

1.3 Legacy System(s) To Be Replaced

The Solution is intended to replace all the components and functionality of County's current Livescan agreement systems, plus encompass additional functionality and features, as follows:

- 1.3.1 Components and functionality from County's current Livescan agreement system.
 - 1.3.1.1 Livescan devices and peripheral components located throughout the County with current technology as listed in Exhibit D (Equipment Locations & Inventory) to this SOW.
 - 1.3.1.2 Livescan software is installed locally on each device at each location.
 - 1.3.1.3 The central computer server hardware and software is located in Department's data center.
 - 1.3.1.4 The interfaces linking the Livescan solution to internal systems and external systems as listed in Exhibit C (System Interfaces) to this SOW.
- 1.3.2 Additional functionality and features:
 - 1.3.2.1 Replace the web-based ABS application, currently maintained by a different vendor, and include new functionality for a multi-tiered workflow approval process on the completeness of booking forms that meet the recently released Federal NIBRS reporting standards.
 - 1.3.2.2 Provide a secondary central computer server located in Contractor's data center, or in a CJIS-compliant cloud, with a direct network communication line between the County data center and Contractor's data center.
 - 1.3.2.3 Configure the two central computer server locations to be:
 - 1. Load balanced, where the secondary location contributes to the Solution's acceptable system performance standards
 - 2. System redundant, providing seamless system failover

- 1.3.2.4 Provide a CBS Test environment, located at the Department data center
- 1.3.2.5 Provide additional interfaces to/from not in the present Livescan solution (See Exhibit C (System Interfaces) to this SOW.

1.4 Project Goals, and Objectives

1.4.1 Business need or problem – When arresting or taking a subject into custody, Participating Agencies must collect the subject’s biometric identity and document the booking, following Criminal Offense Record Investigation (“CORI”) protocols. The Solution will provide the agencies with the most current Biometric capture technologies available.

1.4.2 Project Objectives –

1.4.2.1 Project implementation of the CBS Solution includes:

1. Replacement of all existing livescan equipment at the Participating Agency locations, as a phased rollout;
2. Replacement of the central server hardware in Department’s data center, which will be the Solution’s primary site;
3. Business Continuity with a second replicated and redundant central server hardware at a vendor-provided CJIS-Compliant data center at least 250 miles away from downtown Los Angeles, or a CJIS-compliant cloud. This will be the Solution’s secondary site;
4. A direct network communication line from Department’s data center to the vendor-provided data center or cloud;
5. Configuration and customization software solutions including interfaces that will be used for the Solution;
6. Solution test environment housed at the Department’s data center;
7. CBS Solution documentation; and
8. Train-the-trainer (T3) type user training at Department’s Norwalk Offices

1.4.2.2 Post-implementation of the CBS Solution includes:

1. Ongoing maintenance and support for all components provided during implementation;
2. Additional Livescan Equipment with software when requested by Department, together with maintenance and support;
3. Livescan Equipment teardown, move and reconnect (TMR) services, coordinated with LACRIS technicians when such equipment requires relocation;
4. All Solution updates for keeping the Solution compliant with Federal (i.e., National Incident-Based Reporting System (“NIBRS”)) and State mandates;

5. Mid-term in the Agreement, technology refreshes on the following components:
 - a. PC components, including monitor, keyboard and mouse
 - b. Mugshot cameras
 - c. Iris cameras
 - d. Color printers
 - e. Central server hardware and 3rd party software
6. Price quotations upon request for Solution post-implementation modifications and accompany documentation;
7. Any and all updates to the CBS Solution documentation;
8. Semi-annual CBS database uploads, from the CBS Production Environment to the CBS Test environment;
9. Optional Work to provide mobile booking solution including devices and integration;
10. Optional Work to integrate CBS with a 3rd party mobile booking solution;
11. Refresher T3 type training requested;
12. Any and all updates to the CBS Solution computer-based training tools (i.e., streaming video); and
13. Access to vendor's user conferences

1.4.2.3 Contractor's responsibilities do not include:

1. Building infrastructure modifications at Participating Agency sites;
2. Expendable supplies required for daily operation of the Livescan Equipment, such as printer ink cartridges, etc.; and

1.4.3 Project Goals and Objectives - The objective is to implement a commercial-off-the-shelf Livescan Solution, fully owned by the County under a perpetual license to operate, and fully maintained by the Contractor.

1.4.4 Project Results - Due to the size and complexity of County's implementation the County anticipates a phased-in implementation approach, as agreed to by both County and Contractor, and which will be documented in the Project Control Document, inclusive of resources needed.

1.5 Scope of Work

The Tasks, Subtasks, and Deliverables in this SOW outline the scope of Contractor's work in establishing Commercial off the Shelf (COTS) based Solution. To achieve this, Contractor shall provide the following required services, as further specified in the Tasks, Subtasks, and Deliverables below:

- 1.5.1 **Project Planning** – Develop the Project Control Document (PCD)
- 1.5.2 **Project Management** - Throughout the term of the Agreement, under the direction of the County Project Manager, the Contractor shall apply requisite

technical and management skills and techniques to assure satisfactory, timely completion of project tasks and deliverables and establish a project control and reporting system which provides routine and realistic assessments of progress against the approved Project Control Document's tasks and deliverables and the detailed work plan.

- 1.5.3 **Requirements Review and Gap Analysis** – Solution Requirements are reviewed and finalized to determine the degree of “fit” between the Contractors’ Proposed COTS Solution’s functionality and the County’s Requirements.
- 1.5.4 **Project Review Point** - At the direction of the Department’s Office of Technology Planning (OTP) a Project Review of the Requirements Review and Gap Analysis may be conducted especially if there are significant changes to the Scope and/or Project Cost based on the Final Requirements.
- 1.5.5 **Technical Assessment** – The Technical Assessment includes an Infrastructure Readiness Assessment in the areas of hardware, network, system management, software and operational readiness (e.g., human resources, facilities, etc.) and the development of a Technical Architecture document.
- 1.5.6 **Implementation Assessment and Strategies** - Strategies for executing the implementation and transition to production based on the findings of the Technical Assessment. The implementation strategies take into consideration the County’s organizational and project constraints, while addressing the County’s Requirements.
- 1.5.7 **Project Review Point** - At the direction of the OTP, a Project Review of the results of the Technical Architecture and Implementation Assessment may be conducted by the County.
- 1.5.8 **Design Review of Proposed COTS Solution - Final Design**
County’s Project Team, as identified in Paragraph 1.6 will review Contractor’s proposed design. As a result of this review and feedback sessions, the Contractor shall document any changes that have resulted from the review process, and develop a Final Design.
- 1.5.9 **Project Review Point** - If there are significant differences between Contractor’s Proposed COTS Solution design and the Final Design, the OTP, at its sole discretion, may trigger a Project Review of the Contractor’s Final Design.
- 1.5.10 **Contractor’s Proposed COTS Solution Customization – Development / Configuration by the Contractor**
While the County is not responsible for the customization (development / configuration) effort, the purpose of this task is to assist the Contractor in ensuring the completed COTS customization effort meets the County’s Requirements as specified in the Contractor’s proposed COTS Solution, and the agreed-upon Final Requirements and Design now defined as Contractor’s customized COTS Solution. At agreed-to points during the customization process, County project staff will review the customizations. These check

point reviews determine if the customization (development / configuration) effort is on schedule and meets the County's Final Requirements.

- 1.5.11 **Data Conversion from Legacy System(s)** – As part of the process the Contractor shall develop a Data Conversion plan, perform a test conversion of a representative sample of County's existing data to test the procedures, and upon County's approval, conduct the initial Data Conversion. The task also includes any applicable ongoing Data Conversion required during implementation, and if necessary, during production.
- 1.5.12 **Testing of Contractor's Customized COTS Solution Software** - The testing process ensures that all components of the Contractor's customized COTS Solution are thoroughly tested and that the Solution consists of high quality and reliable software. The testing process shall take into account the unique testing requirements of a COTS Solution that is based upon a customized version of an existing COTS Solution.
- 1.5.13 **Training and Documentation** - The training and documentation process shall be designed by the Contractor to ensure that training is planned and delivered. Training materials shall be developed by the Contractor and made available to support on-going training requirements. Contractor shall create and provide all documentation to support user operation (manuals) of the customized COTS Solution, including a Help Desk problem-solving desk reference for the Solution.
- 1.5.14 **Phased Implementation** – As proof of concept that the Contractor's CBS Solution fully functions, the Contractor shall complete a controlled phased implementation, as enumerated in SOW Task 13. County's acceptance of Task 12 is required prior to transitioning to production.
- 1.5.15 **Transition to Production** – Solution Implementation and Production Cutover - Contractor shall install and implement the configured customized COTS Solution into the Department hardware and operating system environment (data center) and secondary Contractor-provided data center or cloud, as specified in the Technical Architecture Document.
- 1.5.16 **Solution Warranty Period** - Contractor shall provide ninety (90) calendar days of Warranty Support after cutover to production and prior to Contractor achieving Final Acceptance, and demonstrate to County that the Contractor's customized COTS Solution operates defect free.
- 1.5.17 **Post-Implementation Maintenance and Support** - Contractor shall provide Post-Implementation Maintenance and Support services as specified in the Attachment F (Post-Implementation Maintenance and Support).
- 1.5.18 **Provide ongoing Training** - The Contractor shall provide ongoing training to County employees, at the option of the County. Ongoing training is included as part of the Post-Implementation Maintenance and Support services requirement.

1.6 Project Governance

Guidelines for County Project Manager and County Project Team -

This project will be overseen and monitored by ((LACRIS CBS Project Team).

Provides the organization for the project including:

- a. Technology and Support Division Director;
- b. Project Director LACRIS Manager;
- c. Project Manager LACRIS; and
- d. Project Staff (LACRIS support staff)

1.7 Project Assumptions

This project is being undertaken with the following assumptions:

1.7.1 General Assumptions

- 1.7.1.1 Funding has been budgeted for this project
- 1.7.1.2 The underlying legal and institutional basis for the business functions will not significantly change during the course of the project;
- 1.7.1.3 Key members of Contractor's project team will have sufficient experience so that they can provide practical business expertise in discussions with County's subject-matter experts;
- 1.7.1.4 Livescan devices are assembled and configured off-site at a Contractor-designated location within Los Angeles County, and at no additional cost to the County.
- 1.7.1.5 All Work shall be done at County facilities and/or the locations identified in 'Equipment Locations & Inventory' Exhibit D to this SOW, unless otherwise authorized in writing by County Project Manager;
- 1.7.1.6 Contractor Project Manager shall be assigned full-time to the project and remain full time until the first full month after cutover to Production Use (actual business use); and
- 1.7.1.7 Deliverables will be reviewed and accepted by County in accordance with Exhibit A (Deliverable Acceptance Process).

1.7.2 County Responsibilities

- 1.7.2.1 County Project Manager will coordinate all activities of, information from, and decisions made by County personnel.
- 1.7.2.2 County Project Manager or designee will coordinate obtaining subject-matter expertise (SME).
- 1.7.2.3 County Project Manager or designee will provide clarification on any of the Solution Requirements.
- 1.7.2.4 County will develop and provide business scenarios to Contractor prior to the Gap Analysis process described in Paragraph 2.5.
- 1.7.2.5 County Project Manager will provide project oversight and coordination of all Contractor activities.

- 1.7.2.6 County will provide Executive sponsorship and user buy-in.
- 1.7.2.7 County will provide where applicable the infrastructure, shared network space, and user workstations required for Contractor's on-site work. In order for this responsibility to be met, the Contractor shall state what is required for Contractor and must be agreed upon by the County Project Manager.
- 1.7.2.8 County will provide office space and network connectivity for Contractor to work onsite.
- 1.7.2.9 County will provide Contractor with reasonable access to the Legacy system including data, data structure, and data elements, etc.
- 1.7.2.10 County will notify all concerned parties (e.g., Participating Agencies, Department data center Admin) of expected deliveries.
- 1.7.2.11 County Project Manager will coordinate with the Participating Agencies any and all building infrastructure changes needed to accommodate Contractor's Solution.
- 1.7.2.12 County will coordinate with the Participating Agencies the removal of existing equipment and site preparation if needed (i.e. housekeeping).
- 1.7.2.13 County will use commercially reasonable efforts to timely review Contractor Deliverables, as specified in Exhibit A (Deliverable Acceptance Process).
- 1.7.2.14 County will provide to Contractor information needed to design interfaces.

1.7.3 Contractor Responsibilities

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

Contractor shall, under the direction of County's Project Manager, perform all Tasks, Subtasks, and produce all Deliverables as set forth in this SOW.

Contractor's responsibilities shall include, but not be limited to:

- 1.7.3.1 Managing all project activities outlined in this SOW, and elsewhere throughout the Agreement.
- 1.7.3.2 Performing all work on-site at County-designated locations during normal business hours (8 a.m. to 5 p.m. (Pacific Time), Monday through Friday, except County holidays) as solely determined by County Project Manager for the term of the Agreement.
- 1.7.3.3 Procuring all Solution Hardware and all Solution Software, including all 3rd party software licenses.
- 1.7.3.4 Providing all project Documentation in accordance with Exhibit A (Deliverable Acceptance Process), or in a form and format as directed by the County Project Manager.

- 1.7.3.5 Providing ongoing post-implementation hardware and software maintenance and operational support for the Solution.
- 1.7.3.6 Attending meetings with all levels of County personnel or designee. While the number of meetings is not quantified, throughout the term of the resultant Agreement the Contractor is expected to attend meetings as directed by County Project Manager (i.e., LACRIS' quarterly technology sub-committee meetings with Participating Agencies). The County Project Manager will also inform the Contractor in advance of any documentation required for meetings such as status reports, demonstrations and/or documents.
- 1.7.3.7 Ensuring all Contractor employees pass the Department contractor background check process, obtain and prominently display County-authorized identification badges while at any County-designated location, and adhere to the Contractor staff business attire guidelines (Exhibit F).
- 1.7.3.8 Ensuring all material and equipment required to provide the services described throughout this Agreement are provided to all Contractor staff. Contractor assumes all liability for the loss of, and for the safe operating condition of, said equipment.

2. Tasks and Deliverables

Unless specified otherwise, all Tasks and Subtasks described in this Statement of Work (SOW) shall be performed by Contractor. Contractor shall conduct all meetings, presentations, demonstrations and training at County designated locations, unless prior approval is granted by the County Project Manager. Contractor shall prepare and deliver all Deliverables described in this SOW, using the Deliverable numbers and titles indicated. The process for receiving, reviewing, and accepting the Deliverables is provided in Exhibit A (Deliverable Acceptance Process) to this SOW.

2.1 Task 1 – Project Planning – Project Control Document (PCD)

Each Task to be performed by both the Contractor and the County staff during project implementation and until Final Acceptance shall be specifically addressed in a Project Control Document (PCD). The PCD shall include the general order in which the Tasks and Subtasks will be performed (some tasks may be conducted in parallel) and the order in which the Deliverables will be produced.

Contractor shall develop a PCD, and provide the draft document to County's Project Manager within two (2) weeks after the last project kick-off meeting (Paragraph 2.3.1), or as agreed-to by the parties. Unless otherwise agreed to by the parties or required by County, the contents of the PCD shall include, at minimum, the following:

- 2.1.1 Project Scope, Objective, and Critical Success Factors – A brief statement of the scope, objectives, and critical success factors of the project. Periodically

throughout the project's implementation phase, as agreed-to by the parties, the Contractor shall review the project scope, objectives, and critical success factors with the County Project Manager, and subsequently update the scope, objectives, and critical success factors.

- 2.1.2 Project Organization, Roles and Responsibilities – Contractor shall develop a hierarchical structure depicting the organization of the project team both Contractor and County, and their reporting relationships, including a description of the primary roles and responsibilities of the project team members and any relevant organizational relationships. The Contractor shall review the project organization, roles, and responsibilities with the County Project Manager, and subsequently update the project organization, roles, and responsibilities at the direction of the County Project Manager.
- 2.1.3 Contractor Assumptions – All Contractor assumptions specified in Contractor's proposal, or otherwise agreed to by the parties shall be updated by the Contractor and reviewed by the County Project Manager. Notwithstanding the above, County Project Manager shall have sole authority to clarify County's position regarding Contractor's Assumptions. Contractor shall document Contractor's revised Assumptions and obtain County Project Manager's approval.
- 2.1.4 County Assumptions – All County assumptions specified in the Agreement or otherwise agreed to by the parties shall be reviewed. Any issues documented by the Contractor shall be reviewed by the County Project Manager. Notwithstanding the above, County Project Manager shall have sole authority to clarify County's position regarding County's Assumptions. Contractor shall document County's revised assumptions.
- 2.1.5 Communications Plan – Contractor shall develop a communications plan which describes the primary means of communication that will be used throughout the project among team members. In addition, the plan shall discuss document sharing and management. The Contractor shall review the Communications Plan with the County Project Manager and subsequently make any agreed to updates/revisions.
- 2.1.6 Risk Identification and Management Plan – A description of the risk management process, including a tracking mechanism for potential project risks, the probability of those risks occurring, potential impact of those risks and risk mitigation strategies.
- 2.1.7 Quality Control / Management Plan – A quality control and management plan to assure County a consistent high level of service throughout the Term of the Agreement.
- 2.1.8 Detailed Work Plan – The Contractor shall develop a Detailed Work Plan including:
 - 2.1.8.1 A Work Breakdown Structure (WBS) - The WBS shall be in Microsoft Project (Tracking Gantt Chart format) that includes at a minimum: Tasks, Subtasks, Deliverables, milestones, pay points, Task relationships including where applicable finish to start (FS),

- start to start (SS), finish to finish (FF), and start to finish (SF), critical path, timeline, and resource allocation.
- 2.1.8.2 Contractor shall prepare the WBS so that every task's start/end dates are calculated by task duration and task predecessor(s). Work breakdown tasks shall include County's review and approval process of all Contractor's documentation.
- 2.1.8.3 Once approved by County Project Manager, the Detailed Work Plan shall be baselined, with two additional 'Actual Start' and 'Actual End' Dates columns for monitoring each task/subtask's progress
- 2.1.8.4 Contractor shall provide the WBS as both a Microsoft Project file and PDF file.
- 2.1.9 PCD Review - The PCD is a critical element of County's Quality Control plan. All negative deviations (project delays) from the original and subsequent versions of the PCD, including the Detailed Work Plan, shall be documented by both the Contractor and County Project Directors utilizing the Change Notice process (Paragraph 4 (Changes to Agreement) of the Agreement).
- 2.1.9.1 Upon such time the cumulative effect of project delays equals thirty (30) calendar days, a Change Notice shall be processed not later than fifteen (15) calendar days following the last observed delay. In like manner, a Change Notice shall be processed for each subsequent aggregation of project delays which equals thirty (30) calendar days. Each Change Notice shall identify 1) the delayed Task(s), 2) date of delay, 3) the reason(s) for each delay and 4) the description of the Work impacted.
- 2.1.9.2 Notwithstanding the County Project Director's authority to process Change Notices for project delays and to grant Contractor extensions of time for Work performed (Agreement, Paragraph 4.5 (Extensions of Time)), upon such time the cumulative effect of project delays equals ninety (90) calendar days, County's Project Director will initiate a formal Project Review. The Project Review will be conducted by, though not limited to, the Department's Office of Technology Planning in consultation with County Counsel. In like manner, County will initiate a formal Project Review for each subsequent ninety (90)-day extension thereafter.
- 2.1.9.3 Each Project Review may result in 1) an assessment of the project's progress to-date, 2) an assessment of the future success of the project, 3) remedial recommendations for

continued Work, or 4) a recommendation for termination of the Agreement.

2.1.9.4 Contractor shall, under the direction of County's Project Director, update the PCD throughout the Term of the Agreement. All versions of the PCD to-date, as well as all resultant Change Notices, are subject to review by County at any time.

2.1.10 Business Continuity Strategy – The Solution is a mission critical system requiring 24/7 uninterrupted operations. Contractor shall develop the Business Continuity Strategy in consultation with County Project Manager. The Strategy shall at minimum address the requirements outlined in Exhibit B (Service Level Agreement), Paragraph 4.4 (Business Continuity (Disaster Recovery)).

2.1.11 Documentation Requirements –The final form and format of all documentation and certifications required by the Contractor in this SOW shall be as directed by the County Project Manager. Contractor shall review the documentation requirements with the County Project Manager and subsequently make any agreed-to updates/revisions.

2.2 Deliverable 1 – Completed Project Control Document

Project Control Document – DRAFT

Project Control Document – FINAL

Deliverable 1, The Project Control Document will be reviewed and approved in accordance with the document review process described in Exhibit A to this SOW.

2.3 Task 2 – Ongoing Project Management

Throughout the Term of the Agreement, under the direction of the County Project Manager, the Contractor shall apply requisite technical and management skills and techniques to assure satisfactory, timely completion of project Tasks and Deliverables, and establish a project control and reporting system which will provide routine and realistic assessments of progress against the approved PCD Detailed Work Plan. Contractor shall manage project activities and resources, and track project status. This shall include:

2.3.1 **Initiate Project** - Within two (2) weeks after the Effective Date, Contractor shall review with the County Project Manager the project governance structure (e.g. Project Management Team, Executive Steering Committee, and Advisory Committee), as well as attend the initial project kick-off meeting for:

2.3.1.1 Project team and stakeholders

2.3.1.2 County's Administration

2.3.1.3 Contractor's Administration

County Project Manager shall advise Contractor if multiple (subsequent) project kick-off meetings are required (i.e., Executive Steering Committee only). Each subsequent project kick-off meeting shall be planned and conducted by Contractor. Contractor shall to create and provide tailored presentation slides and handouts, as directed by the County Project Manager. Contractor shall provide the County Project Manager with presentation materials three (3) business days prior to each subsequent kick-off meeting, and update the materials as directed by County. Contractor shall document the outcome of each project kick-off meeting for County Project Manager's review/approval, and incorporate any new information into the PCD.

2.3.2 Participate in Weekly Status Meetings

2.3.2.1 Contractor shall attend and participate in weekly status meetings with County Project Manager and other appropriate attendees. Contractor shall be prepared to discuss in detail the status of the project and major issues. Unless otherwise approved by the County Project Manager, weekly status meetings shall take place onsite, not via teleconference or video conference. County Project Manager may decide to cancel a particular week's meeting at his or her discretion.

2.3.2.2 Contractor shall establish agendas for these meetings, with the advice and consent of County Project Manager or designee. Contractor shall provide County Project Manager or designee the meeting agenda and handouts at least two (2) business days prior to the scheduled meetings, and update as directed by County. Contractor shall take and maintain minutes of major discussion points, decisions, action items and their rationale, and updated Issue Tracking Log (ITL) as outlined in Paragraph 2.3.5, and provide to County Project Manager no later than two (2) business days after each meeting.

2.3.2.3 County Project Manager will review and approve the minutes and ITL.

2.3.3 Monthly Status Reporting and Meetings - The Contractor's Project Director and Contractor's Project Manager shall attend monthly steering committee meetings in-person and onsite.

2.3.3.1 Contractor shall draft agendas for these meetings, with the advice and consent of County Project Manager or designee, including a written status report summarizing progress against the approved PCD, together with the most current ITL (Paragraph 2.3.5). Contractor shall provide County Project Manager or designee the meeting agenda and handouts at least two (2) business days prior to the scheduled meetings, and update as directed by County.

2.3.3.2 The Contractor shall provide progress briefings at these meetings. The Monthly Status Report shall cover all activities from the preceding month. The first monthly report is due one (1) calendar month after the

Effective Date, unless prior approval is granted by the County Project Manager.

The Status Report shall include the following:

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

2.3.3.3 Contractor shall take and maintain minutes of major discussion points, decisions, action items, and their rationale.

2.3.3.4 Contractor shall submit the Monthly Status Report to the County Project Manager for review and approval prior to distribution.

2.3.4 **Project Review Meeting** –The Contractor shall attend all Project Review meetings in-person and onsite.

2.3.5 **Issue Documentation, Escalation, and Resolution Log** – The Contractor shall develop an **Issue Tracking Log (ITL)** for tracking project issues in a format mutually agreed upon by both parties.

Contractor shall ensure that the ITL is updated when applicable. Authorized members of County and Contractor project teams shall be able to access the ITL online and view/print information.

2.3.6 **Maintain the PCD** – The Contractor shall regularly update (maintain) the PCD (Paragraphs 2.1.2 -2.1.8) including the Detailed Work Plan (Paragraph 2.1.8) in Microsoft Project as Tasks and Deliverables are completed and/or modified.

- 2.3.7 **Failure to maintain PCD** – County Project Director in his/her sole discretion may suspend all Work, and initiate a formal Project Review. The Project Review will be conducted by, though not limited to, the Department’s Office of Technology Planning in consultation with County Counsel, in accordance with Paragraph 2.1.9 (PCD Review)

2.4 Deliverable 2 –Ongoing Project Management

- 2.4.1 Project kick-off meeting(s)
- 2.4.2 Monthly meetings (recurring)
- 2.4.3 Weekly meetings (recurring)
- 2.4.4 PCD updates (recurring)

2.5 Task 3 – Requirements Review And Gap Analysis

The Functional and Technical Requirements (Requirements) review and resultant Gap Analysis determines the degree of “fit” between the Contractors’ proposed COTS Solution and the County’s Requirements. County will provide the facility(ies) for conducting the Demonstration and Gap Analysis (Subtask 3.2) Requirements review sessions.

2.6 Subtask 3.1 – Review Requirements With Key Users

The Contractor shall review the Solution Requirements in conjunction with the County Project Manager and key users and/or stakeholders identified by the County Project Manager.

- 2.6.1 Contractor shall plan and conduct no more than three, 4-hour user sessions, and no more than two 4-hour technical feedback sessions to ensure the accuracy and completeness of the Contractor’s proposed COTS Solution. Participants will be identified by the County Project Manager and provided to the Contractor Project Manager.
- 2.6.2 The Contractor shall document inconsistencies in the Requirements resulting from the feedback sessions in a Requirements Review Report submitted to and approved by the County Project Manager. The Requirements Review Report shall:
 - 2.6.2.1 List all Requirements where there is an issue/incongruence;
 - 2.6.2.2 Document the discussion about the issue;
 - 2.6.2.3 Document the issue resolution and where applicable, the updated requirement; and
 - 2.6.2.4 Provide a detailed impact statement for each issue.
- 2.6.3 Inconsistencies that impact the project shall be identified by the Contractor and County Project Manager, and reviewed by the County Project Director.
- 2.6.4 Inconsistencies that change the Scope of Work or increase cost will be reviewed by the County Project Director, OTP, County CIO, Sheriff’s Contracts Unit, and County Counsel to determine impact.

- 2.6.5 At the discretion of the OTP in conjunction with the County Project Director, the identified inconsistencies may trigger a project review of the Solution Requirements.
- 2.6.6 Upon resolution of the inconsistencies, Contractor shall update the Solution Requirements document and submit to the County Project Director for approval.

2.7 Subtask 3.2 – Demonstration And Gap Analysis

Contractor shall conduct a Gap Analysis to assess the fit between Contractor's proposed COTS Solution's baseline functionality and the updated Requirements. This effort requires a detailed functional walkthrough of the Contractor's proposed COTS Solution based on County's functional (business) scenarios.

- 2.7.1 **Create a Review / Demonstration Environment** - Contractor shall create and configure a CBS demonstration environment of Contractor's proposed Solution. Contractor shall provide all hardware and software for this demonstration environment at no cost to County. Environment components include, but are not limited to:
 - 2.7.1.1 Hardware (central server, and Livescan);
 - 2.7.1.2 Software (Operating System, database management system (DBMS), Contractor's COTS Solution, and any 3rd party software) for Solution review;
 - 2.7.1.3 All data necessary to support the demonstration and known Gap Analysis. Based on the Solution Requirements and Legacy system content, Contractor and County shall ensure that data is representative of County's business operations. If necessary, County will provide Contractor with missing representative data; and
 - 2.7.1.4 COTS Solution User Manuals and Training Materials
- 2.7.2 **Provide Demonstration Sessions Scripts and Agenda** - Contractor shall create a draft demonstration agenda and presentation scripts covering all aspects of the Solution, including but not limited to:
 - 2.7.2.1 Introductory overview of Solution's features and functions, and navigation within Contractor's COTS software;
 - 2.7.2.2 System concepts and terminology;
 - 2.7.2.3 Livescan Equipment concepts and methodology;
 - 2.7.2.4 CBS Requirements overview;
 - 2.7.2.5 Functional overview of each Solution module to be reviewed;
 - 2.7.2.6 County-provided business scenarios with Contractor shall demonstrate how proposed COTS Solution will be used to support the County's detailed business Scenarios;
 - 2.7.2.7 System interface concepts and vision;
 - 2.7.2.8 User Manuals and training materials;

2.7.2.9 County project stakeholders' hands-on use and test exercises, and stakeholders' written feedback on issues, concerns, and recommendations

County Project Manager and Contractor Project Manager shall mutually agree upon each session's demonstration duration. County Project Manager will identify the stakeholder participants, not to exceed ten (10) participants. Demonstration sessions may be divided by CBS Solution modules (e.g., Livescan Equipment booking versus ABSM functionality), as mutually agreed upon by Contractor and County. At least three (3) business days prior to the scheduled Demonstration and Gap Analysis meeting(s), Contractor shall provide County Project Manager the draft agenda, presentation scripts and any other handouts, and update as directed by County.

2.7.3 Setup Proposed Livescan Equipment and Demonstration Environment -

Contractor shall set up their proposed General Livescan configuration including peripheral components, and a private server setup or Wi-Fi for demonstrating Contractor's COTS web-based ABSM functionality at LACRIS' Norwalk Office.

2.7.4 Conduct Contractor's Proposed COTS Solution Demonstration / Gap Analysis Sessions –

Contractor shall conduct the proposed COTS solution product demonstrations as structured in Paragraph 2.7.2, which includes hands-on use by the stakeholder participants. During the product demonstration, Contractor shall document stakeholder gap analysis feedback. Upon product demonstration completion, Contractor may remove the Livescan and demonstration equipment established in Paragraph 2.7.3 from County premises.

2.7.5 Document and Recap COTS Solution Demonstration / Gap Analysis Sessions –

Contractor shall document the results of the COTS solution demonstration and gap analysis sessions. Documentation for each session shall include, at minimum, the following:

2.7.5.1 Requirements Matrix indicating whether each Requirement is:

- a. Fit – the baseline Contractor's proposed COTS Solution is demonstrated to fully meet the County's requirement. Contractor shall document how the Contractor's proposed COTS Solution is used to meet the requirement;
- b. Partial Fit – the baseline Contractor's proposed COTS Solution can be demonstrated to meet only part of the County's requirement. Contractor shall document how the Contractor's proposed COTS Solution is used to meet the requirement and describe the functional gap; or

- c. Gap – the baseline Contractor’s proposed COTS Solution cannot be demonstrated to meet the County’s requirement. Contractor shall document the gap analysis to identify alternatives to address the gap, e.g. software enhancement, procedural change, or both.
 - 2.7.5.2 Solution Customizations, including all configurations (table-driven, user interface, security, and workflow), and all development/programming (interfaces, custom-designed modules etc.), required to support County’s Requirements and newly released State and Federal reporting requirements (i.e. NIBRS); and
 - 2.7.5.3 Documented issues using the ITL; includes a brief description, target date for resolution, action plan, and party responsible.
- 2.7.6 **Gap Analysis Report** shall be developed by the Contractor, and at a minimum shall include:
- 2.7.6.1 County business scenarios;
 - 2.7.6.2 Demonstration / Gap Analysis Scripts;
 - 2.7.6.3 Demonstration / Gap Analysis session documentation;
 - 2.7.6.4 Description of each gap identified, alternatives considered and a recommendation for addressing each identified gap;
 - 2.7.6.5 Concept papers for each required software Customization resulting from the Gap Analysis, that describes the functionality of the Customization;
 - 2.7.6.6 Impacts to Business Operations – Describe each impact and recommended course of action; and
 - 2.7.6.7 Recommendations for proceeding with the project.

The Gap Analysis Report will be reviewed and approved by the County Project Manager. The Contractor shall make any revisions specified by the County Project Manager.

- 2.7.7 **Proposed Changes Document** – Based on the Gap Analysis Report:
- 2.7.7.1 Contractor shall define, in detail, the recommended customizations to the Contractor’s proposed COTS Solution, to meet the Requirements.
 - 2.7.7.2 County Project Manager shall identify and assess impacts to business operations based on the findings in the Gap Analysis Report.
 - 2.7.7.3 Any agreed-to changes between Contractor and County Project Manager that were not part of Contractor’s original proposal to County which results in additional implementation costs, shall require a formal, executed Change Order or Agreement Amendment issued by the County and approved by the Contractor, in accordance with the Paragraph 4 (Change to Agreement) of the Agreement.
 - 2.7.7.4 Contractor shall update the PCD to reflect the revised Requirements and corresponding Detailed Work Plan.

- 2.7.8 **Final Requirements Document** – As a result of the Requirements Review and the Gap Analysis, Contractor shall create a Final Requirements (Functional / Business and Technical) Document.

The Final Requirements Document will be reviewed and approved by the County Project Manager. The Contractor shall make any revisions specified by the County Project Manager.

The Final Requirements Document will replace the Solution Requirements.

- 2.7.9 **Project Review Point – Requirements / Gap Analysis** – At the sole discretion of the County Project Director, as reviewed in conjunction with the OTP, a Project Review of the results of Task 3 (Requirements Review and Gap Analysis) may be conducted by the County.

2.8 Deliverable 3.1 – Completed Requirements Review Report

- 2.8.1 Updated Requirements Document – DRAFT
- 2.8.2 Updated Requirements Document - FINAL

2.9 Deliverable 3.2 – Completed Demonstration And Gap Analysis

- 2.9.1 Demonstration Sessions Scripts and Agenda
- 2.9.2 Solution Demonstration / Gap Analysis Sessions
- 2.9.3 Gap Analysis completed
- 2.9.4 Gap Analysis Report – DRAFT
- 2.9.5 Gap Analysis Report – FINAL
- 2.9.6 Proposed Changes Document – DRAFT
- 2.9.7 Proposed Changes Document – FINAL
- 2.9.8 Final Requirements Document – DRAFT
- 2.9.9 Final Requirements Document – FINAL

2.10 Task 4 – Infrastructure And Technical Assessment

Contractor shall conduct a readiness assessment/review of the technical infrastructure of all County locations (see Exhibit D - Equipment Locations & Inventory) and Attachment G.1 (Sample Equipment Setup Diagram) to this SOW for the Contractor’s proposed Solution.

- 2.10.1 **Infrastructure Readiness Assessment** – The Contractor shall conduct assessments in the areas of hardware, network, system management, software and operational readiness (e.g., human resources, facilities, etc.).
 - 2.10.1.1 Contractor shall conduct site surveys and analyses at all site locations to determine the facilities requirements (e.g., heating, air-conditioning, lighting, electrical power, structural loading and physical access) for the law enforcement agencies housing the replacement Livescan device equipment. Contractor shall

coordinate site location visits with LACRIS staff, who will notify site location personnel and accompany the Contractor to each location. Contractor shall review the network configuration at each site location to ensure that the equipment to be installed is compatible with existing network topologies. Contractor shall document all findings including any incompatibilities between the equipment to be installed and the facilities or networks (i.e., lacking wall receptacles to fully power Solution), in determining the readiness of each site for implementation.

2.10.1.2 Contractor shall conduct a site survey of the Department data center, or the location where the central servers supporting the Solution are housed.

2.10.1.3 Contractor shall develop an Infrastructure Readiness Assessment Document that:

- a. Documents the findings from each site location visit, including any required facilities or network modifications required by the County and/or the Participating Agency, recommended by Contractor as corrective actions or site modifications, which may affect the timely and successful implementation of the Solution, including but not limited to, any issues associated with County or Participating Agency hardware (e.g. desktop devices, workstations, laptops, etc.), and/or LAN/WAN.
- b. Includes complete instructions necessary to install and configure the Livescan Equipment and its peripherals, including cabling and network specifications.
- c. Documents the findings from the Department data center site survey, including Contractor-recommended corrective actions (i.e., Contractor providing electrical power strip) site infrastructure modifications, and/or network upgrades required for the timely and successful installation of the Contractor-provided central server and related components, based on the Solution's transaction volume statistics for the term of the Agreement.

The Infrastructure Readiness Assessment Document will be reviewed and approved by the County Project Manager. The Contractor shall make any revisions specified by the County Project Manager.

2.10.1.4 **Technical Architecture Document** - Contractor shall develop a Technical Architecture Document (TAD) which includes an Executive Summary of key findings and recommendations, as well as a summary of all Contractor-provided hardware, software

and site modifications needed to achieve the Solution and identifies which modifications do not fall under Contractor's responsibilities. The TAD describes the various technical environments and how they will be deployed to support implementation of the Contractor's proposed Solution including:

1. Production Hardware and Operating System Software Configuration and Specifications - Contractor shall size and define the hardware and software configuration and specifications that shall be established for Production. Contractor shall provide the hardware/software specifications in a detailed bill of materials document in a format mutually agreed upon by both parties, which are preliminary and shall be updated as the Production criteria are fully established;
2. Database Management System (DBMS) - Contractor shall update the information about the DBMS to be used by the Contractor's proposed Solution, as applicable.
3. Production Environment at the Department data center site – appropriately sized for the entire Agreement term. Contractor shall specify the server rack and rack-mounted servers, and define the hardware and software configuration necessary for supporting:
 - a. The CBS Solution
 - b. The development of Solution software modifications, enhancements, customizations, interfaces, and system reports.
 - c. Integrated system testing for software modifications, interfaces, and reports
 - d. The Solution Environment for system acceptance testing (SAT) and user acceptance testing (UAT) prior to Go-Live.
 - e. Training
 - f. Load testing prior to Go-Live to validate system performance
 - g. The Production Environment after Final Acceptance
4. Production Environment at the Secondary Contractor-Redundant Site - Contractor shall size and define the configuration established for the Contractor-hosted secondary redundant site, which shall support load balancing and perform seamless Solution failover should the primary Department data center become inoperable. Contractor shall define the requirements for dedicated network

communications between the primary and secondary site, and define a secondary network communication line (i.e., VPN) when the dedicated network communication line is down.

5. Test Environment at the Department data center site - Contractor shall specify the servers in the Production server rack, and define the hardware and software configuration necessary for a CBS Test Environment located in the Department data center, taking into consideration points 2.10.1.4.3 a., b. and c. above. The CBS Test Environment shall be a separate set-up from the Production Environment, primarily used after go-live for testing components prior to migrating them to the Production Environment. Testing components include, at minimum:
 - a. System patches and upgrades
 - b. Changes required of existing internal and external interfaces
 - c. Additional Solution modifications including new interfaces and system reports, when requested by County.
6. Recommend practices and toolsets - Contractor shall define practices and toolsets used for monitoring system performance and administration, including back-up and recovery, business continuity, incident tracking, and user support.

The TAD will be reviewed and approved by the County Project Manager. The Contractor shall make any revisions specified by the County Project Manager.

2.11 Deliverable 4 – Completed Infrastructure And Technical Assessment

- 2.11.1 Infrastructure Readiness Assessment Document - DRAFT
- 2.11.2 Infrastructure Readiness Assessment Document - FINAL
- 2.11.3 Technical Architecture Document - DRAFT
- 2.11.4 Technical Architecture Document – FINAL
- 2.11.5 Bill of Materials Document – DRAFT
- 2.11.6 Bill of Materials Document - FINAL

2.12 Task 5 – Implementation Assessment And Strategies

This Task 5 includes the strategies for the Contractor’s Customized Solution implementation and transition to Production, based on the findings of the Infrastructure Readiness Assessment Document and final TAD (Deliverable 4). The implementation strategies shall take into consideration the County’s organizational and project constraints, while addressing the County’s Final

Requirements. The Contractor shall submit a draft of each of the implementation strategies below (Paragraphs 2.12.1 through 2.12.4) for County review as they are prepared.

This Task 5 culminates with the Contractor's creation of a comprehensive final Implementation Assessment Document (IAD). The final IAD shall open with an Executive Summary that includes key findings and recommendations, and shall include the following strategies and plans:

2.12.1 Software - Contractor's COTS Solution Customization - Development / Configuration Approach

- The Contractor shall specify and document the approach and processes for designing and developing software Customizations identified during the Gap Analysis (Deliverable 3.2, Paragraph 2.9.5), and shall include:

- 2.12.1.1 Development Methodology
- 2.12.1.2 Software version control
- 2.12.1.3 Quality assurance
- 2.12.1.4 Phasing/sequencing considerations
- 2.12.1.5 County verification of software Customizations

2.12.2 Hardware – Contractor's Hardware Deployment Approach – The Contractor shall specify and document their approach and processes for delivery, set-up, installation, and configuration of the following hardware components:

2.12.2.1 **For Department primary data center site** - Central servers, server rack, and network connectivity for the CBS Production Environment and CBS Test Environment itemized in the TAD, including the dedicated and secondary communication lines to 2.10.1.1 (4) Contractor's secondary data center site below for only the CBS Production Environment

2.12.2.2 **For Contractor's secondary data center site or cloud** - Central servers, server rack(s), and network connectivity to the dedicated and secondary communication lines in 2.10.1.4 (4) Department primary data center site above, itemized in the TAD and for a load-balanced, redundant and seamless failover of the CBS Production Environment

2.12.2.3 **Livescan devices and peripherals** at Participating Agency locations (see 'Livescan Equipment Locations & Inventory' Exhibit D to this SOW). Using the results of the site locations surveys from the final Infrastructure Readiness Assessment document (Deliverable 4), Contractor shall include an installation plan that addresses the following :

- a. Task plan that addresses hardware procurement schedules, quantities, and delivery strategy, storage and off-site equipment preparation, installation tasks and hardware checklist (e.g., cables, device peripherals), responsibilities, resource requirements, equipment layout type (see ‘Sample Equipment Setup Diagram’ Attachment G.1) per location, and testing steps to verify correct hardware/software installations
 - b. Rollout/installation schedule (e.g., phase 1 UAT rollout to site locations a, b, and c. After UAT rollout, phase 2 rollout date [mm/dd/yyyy] to site locations d, e and f, etc.) taking into consideration that phase 1 will be a controlled rollout at site locations designated by the County Project Manager for preliminary implementation.
- 2.12.2.4 The CBS Solution must complete the User Acceptance Test (UAT) before proceeding to installations for phases 2 and beyond.
- 2.12.2.5 Contractor’s arrangements for storing equipment prior to installation, and transporting equipment to meet the rollout schedule
- 2.12.3 **Test Strategy** - The Contractor shall specify and document the strategy, approach, and processes for testing the customized proposed Solution in a test plan format mutually agreed upon by both parties.
- 2.12.3.1 Unit Test (Module Test) – These tests are conducted during the development process solely by the Contractor, to ensure each module or unit works as specified.
 - 2.12.3.2 Factory Acceptance Test (FAT) – These tests are conducted by Contractor staff with County stakeholders’ observation at the Contractor’s site, to ensure each CBS module or unit works as specified in the Final Design Document, interfaces are demonstrated through simulation, and the Solution functions within the system performance requirements.
 - 2.12.3.3 System Acceptance Test (SAT) – These tests are conducted by Contractor staff with County stakeholders’ observation at a County site designated by the County Project Manager to make sure all the components / modules / interfaces work together and are complete, integrated, error free and meet the Final Requirements and specifications. When there is a change, Contractor shall conduct regression testing to any component. Regression testing is conducted to ensure there is no impact on other components or modules.
 - 2.12.3.4 Operational Readiness Test – These tests are performed at the final stage of testing by Contractor, during Transition to

Production (Task 12, Paragraph 2.44), and in conjunction with the County's LACRIS team at the LACRIS Norwalk office and no more than five (5) Livescan site locations designated by the County Project Manager. Contractor tests its CBS Solution's readiness for production including:

- a. Software installation and configuration
- b. System reliability and security
- c. System failover from Department primary data center to the Contractor's secondary data center, for seamless use by County
- d. System rollback to Department's primary data center
- e. Database backup and recovery
- f. Regression testing where necessary
- g. Contractor's Business Continuity Strategy (Paragraph 2.1.10)

2.12.3.5 User Acceptance Test (UAT) – The UAT ensures that the Contractor's CBS Solution meets all the Final Requirements. These tests are performed by County stakeholders, after CBS Training (Task 10) during Transition to Production (Task 12, Paragraph 2.44). Contractor shall observe and document the bugs and proposed remedies and enhancements discovered. UAT will occur centrally at the LACRIS Norwalk office, together with not more than five (5) Livescan site locations, as designated by the County Project Manager.

2.12.3.6 Performance Test – Tests the performance of the Contractor's Customized COTS Solution in relationship to County's Final Requirements. This test ensures that the Contractor's CBS Solution meets all system performance Requirements when deployed to all Users and receiving/processing/sending interface transactions, when the Solution is used during peak workloads. Contractor shall use 3rd party software load performance tools for verifying System Performance Standards of Exhibit B.

2.12.4 **Interface Strategy** – The Contractor shall specify and document the strategy, approach, and processes (and toolsets, if applicable) for designing, developing, testing, and certifying inbound and outbound system interfaces to meet the Final Requirements specified in Deliverable 3.2, (Paragraph 2.9.9) and 'System Interfaces' (Exhibit C). The Interface Strategy shall include:

- 2.12.4.1 An inventory of system interfaces that identifies whether it is inbound, outbound, or only a link with no data integration;
- 2.12.4.2 Toolsets to be used, if any;
- 2.12.4.3 Standards and formats for interface designs;

- 2.12.4.4 The type of data that is being interfaced;
 - 2.12.4.5 The target or source system(s);
 - 2.12.4.6 The mode (batch file vs. real time update);
 - 2.12.4.7 The frequency that the interface needs to be run;
 - 2.12.4.8 Data Conversion Process required for inbound and/or outbound data. Note: this is ETL (Extraction-Transformation-Load) process;
 - 2.12.4.9 Certification Process; and
 - 2.12.4.10 Acceptance Criteria.
- 2.12.5 **Security Strategy** – Contractor shall specify a strategy to implement the security requirements specified in the Agreement (Exhibit C). The strategy shall include a discussion of the security certification process and Acceptance criteria to validate the implementation.
- 2.12.6 **Data Conversion Strategy from Legacy System(s)**
 The CBS Solution requires data tables (e.g., crime codes, originating agency identifier (ORI), livescan identifier (LSID)) replicated from the Legacy System(s). Working with LACRIS technical staff, Contractor shall identify the relevant data tables requiring replication, and means to load them into the CBS Solution (e.g., comma-separated values or CSV, Excel worksheet, hand-entered by Contractor). The Legacy System(s) existing booking forms data will not require conversion to the CBS Solution, however Contractor shall identify and populate the CBS Solution Environment with Department-equivalent data necessary for FAT, SAT, Training, UAT and the CBS Test Environment. Upon successful completion of Deliverable 12, Contractor shall purge all booking forms and relevant data from the CBS Solution Environment generated up to UAT for both the primary and secondary data centers.
- 2.12.7 **Report Development Strategy** - The Contractor shall specify and document:
- 2.12.7.1 The approach and processes for addressing County’s reporting requirements specified in the Solution Requirements;
 - 2.12.7.2 The approach for designing, developing, and/or testing COTS pre-defined reports to meet the Solution Requirements;
 - 2.12.7.3 Toolsets used, if any;
 - 2.12.7.4 An inventory of reports that identifies:
 - a. Report Name;
 - b. Brief description on how the report will be used;
 - c. Whether the report exists in COTS or is new;
 - d. The information captured on the report;
 - e. The targeted audience/distribution list;
 - f. The recommended frequency the report needs to be generated; and

- g. Whether generating the report is on-demand or scheduled during non-peak hours.
 - 2.12.7.5 Certification Process; and
 - 2.12.7.6 Acceptance Criteria.
- 2.12.8 **Training and System Documentation Strategy** - The Contractor shall specify and describe:
- 2.12.8.1 The approach and processes for technical and T3 training, and the creation of accompanying documentation. The Strategy includes but is not limited to:
 - a. Targeted training groups, estimated number of participants, and number of courses;
 - b. Procedures, roles and responsibilities for administering training from the CBS Solution Environment;
 - c. Methodology that Contractor will use to purge data records generated during training;
 - d. Methodology on training users after the CBS Solution’s system implementation (Task 14); and
 - e. Logistics that County will need to arrange (Classrooms, material distribution, user list).
 - 2.12.8.2 The development of the user reference manuals by training groups, training materials and exercises;
 - 2.12.8.3 The development of the systems administration and operations manual;
 - 2.12.8.4 A preliminary training curriculum based on -the Final Requirements Document (Deliverable 3.2);
 - 2.12.8.5 User certification process; and
 - 2.12.8.6 Acceptance criteria.
- 2.12.9 **Transition to Production: Production Cutover Strategy** – The Contractor shall develop a comprehensive Solution Migration Strategy from the Legacy Systems to the Contractor’s CBS Solution. Proposer shall consider:
- 2.12.9.1 Site installation requirements for Central Server;
 - 2.12.9.2 Site installation requirements for the Livescan Devices, including networking to the Central Servers;
 - 2.12.9.3 Migration strategy: Activities, events, and resources required to migrate from the Legacy System(s) to the Contractor’s proposed COTS Solution;
 - 2.12.9.4 A Readiness Checklist which includes the processes and checklists for implementation including:
 - a. Infrastructure Readiness Checklist
 - b. Software Readiness Checklist
 - c. Interface Readiness Checklist

- d. Database Readiness Checklist
 - e. Security Readiness Checklist
 - f. Data Conversion Checklist
 - g. System Configuration Checklist
 - h. Organizational Readiness Checklist
- 2.12.9.5 Approach to configuring user roles; e.g. mapping specific functions to specific roles, and specific roles to individuals;
 - 2.12.9.6 An approach for user support during Pilot Cutover (if applicable);
 - 2.12.9.7 An approach for user support during Production Cutover;
 - 2.12.9.8 Certification process;
 - 2.12.9.9 A fallback plan to return to the Legacy Systems in case one or more CBS rollout phases cause Major Deficiencies that Contractor cannot remediate timely (see Exhibit B (Service Level Agreement)); and
 - 2.12.9.10 Acceptance criteria.

2.13 Deliverable 5 – Completed Implementation Assessment and Strategies

- 2.13.1 Implementation Assessment Document (IAD) – DRAFT
- 2.13.2 Implementation Assessment Document (IAD) – FINAL

2.14 Task 6 – Design Review Of Contractor’s Customized Solution, Final Design

2.14.1 **Contractor’s Customized COTS Solution Design Review** – Contractor shall prepare a draft design document that identifies software changes and customizations to the Contractor’s proposed Solution, based on the Final Requirements Document (Deliverable 3.2). Once the draft is reviewed and approved by the County Project Manager, Contractor shall conduct multiple feedback sessions on County premises, as determined by the County Project Manager, with key County stakeholders for technical feedback, thus ensuring the accuracy and completeness of the CBS Design Review document. These feedback sessions shall include:

- 2.14.1.1 A review of the data model;
- 2.14.1.2 A live demonstration of the Solution, where available. Contractor shall provide all hardware and software for this demonstration, at no cost to County, and remove hardware after the last session;
- 2.14.1.3 A review of the mockup or storyboard design of the proposed user interface(s) (if no live demonstration is available); and
- 2.14.1.4 A review of contract-established system performance requirements and Contractor’s means and affirmation on how they will accomplish this.

2.14.2 Final Design Document - As a result of these feedback sessions, Contractor shall:

- 2.14.2.1 Update the Contractor's proposed customizations to the Contractor's proposed COTS Solution design and create a Final Design Document which provides design details for the Solution specifications, processes, function hierarchy, and data models; resulting in the implementation of Contractor's Customized Solution.
- 2.14.2.2 Provide detailed narrative descriptions of processes, and mockups or storyboard designs of the user interface(s) and all applicable user interface(s) actions.
- 2.14.2.3 **Document for each Requirement in the Final Requirements Document whether that Requirement will:**
 - a. Be met with the out-of-the-box COTS Solution; or
 - b. Require only configuration settings within the COTS Solution; or
 - c. Require customizations to an existing Module (e.g., programming modifications, data fields added to existing tables); or
 - d. Be developed as a new Module (e.g., programming, data tables required); or
 - e. Require customizations/development for other CBS Solution area (e.g., reports, interfaces).

Document for each Requirement in the Final Requirements Document whether that Requirement is impacted:

- a. By any Interface, identifying the interface(s);
- b. By Federal, State, or other compliance standards, identifying the standard(s);
- c. To the System Performance Standards identified in Exhibit B, identifying the standard(s).

The Final Design Document shall:

- a. List each licensed software product used to implement the Solution, identified as proprietary or 3rd party software's name and manufacturer;
- b. Include complete workflows for all operational user and administrative functions;
- c. Include details on the Solutions database design, interface design, and equipment installation drawings.

The updated Final Design Document will be reviewed and approved by the County Project Manager. Contractor shall make any revisions specified by the County Project Manager.

2.14.3 Define and Evaluate Changes to the Contractor’s Proposed COTS Solution Design - including change requests, costs, funding, and approval.

2.14.3.1 The Contractor shall document the differences and changes between the Contractor’s Original proposed Solution design and the Final Design Document. Documentation shall include detailed information by item, and itemize any additional costs the Contractor proposes to the Solution.

2.14.3.2 These changes will be evaluated by the County Project Director. Any agreed-to changes may result in a formal Change Order issued in accordance with the change process specified in Paragraph 4(Changes to Agreement) of the Agreement. Contractor shall remove from the Final Design Document any changes to the Solution requiring additional costs that the County Project Director, in their sole discretion, does not agree to. Contractor shall submit the revised Final Design Document to the County Project Manager for review and approval.

2.14.3.3 Contractor shall update the PCD to reflect the County approved Final Design Document.

2.14.4 Project Review Point – Customized COTS Solution / Design and Final Design – At this point, at the direction of the OTP in consultation with the County Project Director, a project review of the results of this Task 6 may be conducted by the County.

2.15 Deliverable 6 – Completed Customized COTS Solution Design Review And Final Design

2.15.1 Final Design Document – DRAFT

2.15.2 Final Design Document – FINAL

2.16 Task 7 – Contractors COTS Solution Customization (Development/ Configuration) and Factory Acceptance Test

While the County is not responsible for the Customization (configuration and/or development / programming) effort, the County will assist the Contractor in ensuring that the completed Customization effort meets the Final Requirements, as specified in the Contractor’s Customized COTS Solution, and the agreed-to Final Design Document (Deliverable 6).

2.17 Subtask 7.1 – Establish Customization Environment (Development Configuration)

In preparation for CBS customization and unit testing, Contractor shall build a Customization environment based on the Contractor's configuration for the Contractor-hosted secondary redundant site from the final TAD and Bill of Materials Document.

This customized environment hardware/software configuration will, later in project implementation, serve as Contractor's secondary data center site or cloud configuration used for load balancing, system redundancy, and seamless failover to the Department primary data center, and meet system disaster recovery needs.

Contractor's Customization environment build shall include (as applicable):

- 2.17.1 System hardware, infrastructure, and physical facilities;
- 2.17.2 Operating software, DBMS, network, virtualization;
- 2.17.3 Any required third-party software or toolsets;
- 2.17.4 Network connectivity (as required within the scope required for this project);
- 2.17.5 Access controls, as appropriate, for authorized Contractor project team members to install, configure, maintain, and use Application Software and middleware;
- 2.17.6 Processes and mechanisms for security administration, including applicable integration with network security, workstation sign-on, and data center security;
- 2.17.7 Backup and recovery operations;
- 2.17.8 Baseline Contractor's proposed COTS Solution requiring customization;
- 2.17.9 Baseline Configuration;
- 2.17.10 Processes and mechanisms for integration and change control of software, data, user profiles, etc.;
- 2.17.11 Processes for database administration; and
- 2.17.12 Processes for performance monitoring.

2.18 Subtask 7.2 – Develop CBS Solution Customization

2.18.1 Contractor shall customize the COTS Solution. The Customization process shall be based on the following County-approved Deliverables:

2.18.1.1 Final TAD (Deliverable 4)

2.18.1.2 Final IAD (Deliverable 5), including but not limited to:

- a. Interface Strategy
- b. Security Strategy
- c. Reporting Strategy

2.18.1.3 Final Design Document (Deliverable 6).

2.18.2 All required modifications shall be made as part of this Subtask. The Customization process shall transform the Contractor's proposed COTS solution into the Contractor's CBS Solution.

- 2.18.3 Contractor shall develop the specified Interfaces to Department internal and external systems, as provided in the Interface Strategy section of the final IAD (Deliverable 5).
- 2.18.4 Contractor shall conduct all regression testing of software enhancements incorporated into the Contractor's customized Solution.

This Subtask shall result in a fully functional Solution (Contractor's Customized COTS Solution) that meets the Final Requirements, and is ready for FAT (Subtask 7.4), as specified in the Final Design Document.

2.19 Subtask 7.3 – Develop CBS Solution Test Script Document

Contractor shall develop and utilize test scripts to demonstrate to County's satisfaction for each component of the Final Design Document (Deliverable 6) in satisfaction of the Final Requirements. The Test Script Document shall:

- a. Reference the Requirement number;
- b. Identify the number of tests to be performed for each Requirement by major subsystems or components;
- c. Test script descriptive;
- d. Test input values; and
- e. Test expected results.

All Requirements shall be included in the Test Script Document, for testing during FAT, SAT, and/or UAT.

2.20 Subtask 7.4 – Conduct Factory Acceptance Testing

The purpose of the Factory Acceptance Test (FAT) is to ensure that the basic capabilities are available and work in a factory setting, and that the documentation associated with the Solution reflects its design and is usable when implemented at County. These tests, conducted at a Contractor-designated location, are oriented toward verifying as much functionality, hardware, interface requirements, performance requirements, accuracy requirements and documentation as possible, prior to deployment of the Solution to County locations. FAT shall include all tests necessary to confirm all Final Design Document and Final Requirements Document (Deliverable 6) have been satisfied, including using the final Test Script Document (Deliverable 7.3). FAT shall also include all tests necessary to demonstrate to County's satisfaction, the requirements from any third-party (i.e. Livescan device being a manufacturer other than the Contractor) subordinate specifications.

- 2.20.1 Prior to FAT, Contractor shall prepare a FAT Plan identifying activities that will occur, and submit the plan for approval. The FAT Plan shall contain at minimum:
 - a. FAT sessions' itinerary
 - b. Test scripts handouts, in a format mutually agreed upon by both parties but where County staff can document test results

- c. Contractor's methodology in demonstrating Interfaces through simulation
- d. Draft User Manuals and training materials
- e. Inventory listing of Contractor's secondary site's central hardware and software specified in the final TAD and Bill of Materials Document (Subparagraph 2.11.4 and 2.11.6), for County's inspection and approval

2.20.2 Contractor shall conduct the FAT and document all findings, including at minimum:

- a. Solution bugs requiring Contractor design modifications;
- b. System enhancements (functionality recommended during FAT but not included in the Final Design Document (Deliverable 6));
- c. Functionality performance measurements that occurred during FAT and whether they passed or failed System Performance Requirements (Exhibit B);
- d. Functionality that could not be tested and deferred to System Acceptance Testing (SAT);
- e. Needed modifications to User Manuals and training materials;
- f. Any questions requiring further investigation;
- g. Action items for later resolution; and
- h. Mutually agreed upon decisions.

2.20.3 Contractor shall provide County all raw images and related data captured during FAT, for County's evaluation in its legacy system. County will notify Contractor of any inconsistencies requiring Contractor's investigation, mitigation, and documentation.

Contractor shall document the above results in a FAT Report, for County's review and approval. Contractor and County Project Directors shall jointly review the FAT Report to determine the readiness of the Solution to initiate System Acceptance Testing (SAT).

2.20.4 The County Project Director, in their sole judgment, shall determine whether Contractor successfully completed FAT. If so, Contractor shall proceed with SAT. If not, Contractor shall resolve the issues documented in the FAT report and conduct additional FAT session(s) until the County Project Director approves its successful completion.

2.21 Deliverable 7.1 – Customization Environment Established

2.22 Deliverable 7.2 – Contractor's Customized COTS Solution Completed

2.23 Deliverable 7.3 – Contractor's Test Script Document Completed

2.23.1 Test Script Document – DRAFT

2.23.2 Test Script Document – FINAL

2.24 Deliverable 7.4 – Factory Acceptance Test Completed

- 2.24.1 FAT Plan(s) – DRAFT
- 2.24.2 FAT Plan(s) – FINAL
- 2.24.3 FAT Report(s) - DRAFT
- 2.24.4 FAT Report(s) – FINAL

2.25 Task 8 – CBS Solution Installation, Production And System Acceptance Test

Upon successful completion of FAT as documented in the final FAT Report (Subparagraph 2.24.4), Contractor shall install the Solution on County premises with Contractor-provided hardware at the central server site, and up to five (5) selected Livescan sites, designated by the County Project Manager. Contractor shall deliver, install, and configure equipment before conducting CBS System Acceptance Test (SAT), for County’s approval.

2.26 Subtask 8.1 – Central Server Primary Site Set Up

Contractor shall deliver, install and configure the central servers at the Department’s data center. The hardware and software configuration shall be based on the processes and specifications from the final TAD and bill of materials document (Subparagraph 2.11.4 and 2.11.6), and minimally include:

- a. System hardware, operating software, DBMS, virtualization, and any required third-party software and/or toolsets;
- b. Remote access controls, as appropriate, for authorized Contractor project team members to install, configure, maintain, and use the Application Software and middleware;
- c. Connection to Department’s network
- d. Connection to Contractor’s secondary redundant site from Deliverable 7.1 (Customized Environment Established), using the Contractor-provided dedicated communication line and secondary communication line (Paragraph 2.10.1.4(4)); and
- e. Backup and recovery operations.

Contractor shall create an inventory checklist of Contractor’s primary site’s central hardware and software, as specified in the final TAD (Deliverable 4), for County’s inspection and approval.

2.27 Subtask 8.2 – CBS Solution Environment Set Up

Configure the Solution Environment, which will minimally include:

- a. Central server functionality, such as security roles, and remote access
- b. Importing and configuring all data tables identified in the Implementation Assessment Document (Deliverable 5) (e.g., crime codes, ORI, LSID, *et al.*) from the Legacy System(s)
- c. Importing and configuring all Department-equivalent data necessary for testing
- d. Establishing network connections to the Livescan Devices set up (Deliverable 8.2)

- e. Establishing and testing System Interfaces (Exhibit C), or identify interface strategy test approach to be used during UAT
- f. Establishing the ABSM browser application's web address for the secured network
- g. Establishing and testing system monitoring tools
- h. Configuring CBS reports
- i. Establishing and testing the Contractor-provided direct network communication line between the primary central server site at Department and the Contractor-hosted secondary redundant site
- j. Testing connectivity, system redundancy and load balancing between the primary and secondary server sites

2.28 Subtask 8.3 – Livescan Devices Set Up

Contractor shall deliver, install and configure no more than ten (10) Livescan devices and its peripherals at the LACRIS' Norwalk office, and no more than five (5) Livescan site locations designated by the County Project Manager. The Livescan devices' hardware and software configuration shall be based on the processes and specifications from the final TAD and Bill of Materials Document (Subparagraph 2.11.4 and 2.11.6), and minimally include:

- a. Livescan and peripheral configurations specific to that location site (Exhibit D)
- b. The coordination of equipment installation and setup with LACRIS and applicable Participating Agency staff
- c. The configuration of all network connections
- d. The configuration of Livescan software, including network printer connections
- e. The removal and discarding of equipment packaging materials
- f. The creation of an inventory checklist for each installation, that includes the model and serial numbers of each equipment component and I/P addresses when applicable. Each inventory checklist shall be approved by LACRIS or Participating Agency staff prior to Contractor staff leaving the site.

2.29 Subtask 8.4 – System Acceptance Test

2.29.1 The purpose of the System Acceptance Test (SAT) is to:

- a. Demonstrate that the Solution's equipment is installed correctly and operates at the functional and performance levels within the County's PAC50 Network, both inside the Sheriff's Data Network (SDN) and outside (to the Participating Agencies);
- b. Verify those requirements that could not be verified during FAT (such as operations using a remote sites' network);
- c. Verify the System Performance Requirements (throughput, accuracy and reliability) using 3rd party software load performance tools, multiple workstations, etc., meets those stated in the system performance requirements under Final Requirements (Deliverable 3.2);
- d. Verify that the integrated sum, including remote site testing, is at least as functional as the sum of the individual parts, and;

- 2.29.2 Contractor shall prepare a SAT Plan identifying activities that will occur, and submit the plan for approval. The SAT Plan shall contain at minimum:
- a. SAT sessions' itinerary
 - b. SAT-specific test scripts handouts described above and formatted where County staff can document test results
 - c. Methodology in demonstrating interfaces real-time or through simulation, if real-time interface testing to outgoing systems cannot occur. County Project Manager shall approve, prior to interface testing, all demonstrations conducted through simulation
 - d. Methodology in demonstrating Livescan functionality when it's communicating with the Central Servers, versus functioning as stand-alone
 - e. Methodology in demonstrating both server failover and load balancing, from the Solution's primary site at Department's data center to the Contractor-hosted secondary redundant site
- 2.29.3 One week prior to the scheduled SAT, Contractor shall conduct a readiness review identifying all the steps required prior to the SAT sessions. Contractor and County shall verify that all the required steps were completed (i.e., loading data table values [e.g., crime codes, ORI, LSID] replicated from the Legacy Systems)
- 2.29.4 Contractor shall conduct a script-based SAT as similar to FAT. When necessary, Contractor shall modify the FAT test scripts (Paragraph 2.22) to meet expected SAT test results and/or business process changes identified during FAT. Contractor shall include additional test scripts not relevant during the FAT process. When applicable, test scripts requiring repeatability shall be identified as such, where repeatability often requires cleaning out files and buffers that were changed as the result of a test step when the changed data is no longer needed by the system.
- 2.29.5 Contractor shall conduct the SAT and document all findings, including at minimum:
- a. Solution bugs requiring Contractor design modifications
 - b. System enhancements (functionality recommended during SAT but not included in the Final Design Document (Deliverable 6))
 - c. Functionality performance measurements experienced during SAT and whether they passed or failed the system performance requirements under Final Requirements (Deliverable 3.2)
 - d. Functionality that could not be tested (i.e., simulated Interface testing) and deferred to User Acceptance Testing (UAT)
 - e. Any modifications to the specifications from the final TAD and Bill of Materials Document (Subparagraph 2.11.4 and 2.11.6), due to not meeting system performance measurements

- f. Any questions requiring further investigation, action items for later resolution, and mutually agreed upon decisions.
- 2.29.6 Contractor shall document the above results in a SAT Report, for County’s review and approval. Contractor and County Project Directors shall jointly review the SAT Report to determine the readiness of the Solution to initiate UAT.

The County Project Director, in their sole judgment, shall determine whether Contractor successfully completed SAT. If so, Contractor shall proceed with Solution Documentation (Task 9). If not, Contractor shall resolve the issues documented in the SAT report and conduct additional SAT session(s) until the County Project Director approves its successful completion.

2.30 Deliverable 8.1 – Central Server Primary Site Set Up Completed

- 2.30.1 Data center installation completed. Primary site’s central hardware and software, as specified in the final TAD and Bill of Materials Document (Subparagraph 2.11.4 and 2.11.6), for County’s inspection and approval.
- 2.30.2 Data center inventory checklist approved by County Project Manager.

2.31 Deliverable 8.2 – CBS Solution Environment Set Up Completed

Confirmation from Contractor that the CBS Solution is ready for SAT

2.32 Deliverable 8.3 – Livescan Devices Set Up Completed

An approved inventory checklist for each installation, based on equipment specifications from the final TAD and Bill of Materials Document (Subparagraph 2.11.4 and 2.11.6)

2.33 Deliverable 8.4 – System Acceptance Test Completed

- 2.33.1 SAT Plan(s) – DRAFT
- 2.33.2 SAT Plan(s) – FINAL
- 2.33.3 SAT Report(s) - DRAFT
- 2.33.4 SAT Report(s) – FINAL

2.34 Task 9 – Solution Documentation

- 2.34.1 Contractor shall draw up and finalize the CBS Solution’s documentation as specified in the IAD (Deliverable 5), taking into consideration the documented modifications addressed in the final FAT Report.
- 2.34.2 Solution documentation shall be provided to LACRIS in electronic and hardcopy, as desktop icons on the Livescan desktop screens, and as ABSM on-line help within the web-based module. User documentation shall describe the components, functions and operations of each component of the equipment. Operations descriptions shall include a list and description of all error conditions, as well as the associated error messages displayed and the

action required of the operator for each error condition. Contractor documentation includes at minimum:

- a. System User Manuals for each CBS Solution component, including user operation (manuals), interfaces and audit trails;
- b. Quick Reference Guides that highlight how to perform common key operations using the CBS Solution;
- c. Training materials that Contractor trainers use when training County's train-the-trainer staff (e.g., class itinerary, PowerPoint presentations, subject class' written test for User certification);
- d. Training materials that County's train-the-trainer staff use when training end-users ;
- e. CBS Solution's Data Dictionary listing data tables for all Solution components and modules including audit trail. The Data Dictionary shall include table names, fields in each table, table's primary and combination key fields, and field links between tables;
- f. Documentation to support the LACRIS Help Desk's troubleshooting, as a desk reference;
- g. Content-sensitive online user help resources for all aspects of the CBS Solution, accessible within the CBS Solution's screens; and
- h. Computer-based training tools (i.e., streaming video), for CBS Solution components, so that end-Users can perform refresher training when required.

2.34.3 The CBS Solution documentation components will be reviewed and approved by the County Project Manager. Contractor shall make any revisions specified by the County Project Manager.

2.35 Deliverable 9 – Solution Documentation Completed

2.35.1 System User Manuals

2.35.2 Training Materials

2.35.3 Maintenance and Support - Service Level Agreement

2.35.4 Computer-based Training tools

2.36 Task 10 – Training

Contractor shall prepare a Training Plan, conduct on-site (County's Norwalk offices) train-the-trainer classes, and participate in a select number of training classes to provide feedback to instructors.

2.37 Subtask 10.1 – Training Plan

Contractor shall draw up and finalize a Training Plan, using as a basis the final Implementation Assessment Document, Training and System Documentation

Strategy section (Deliverable 5). The Training Plan shall include fundamentals for both technical and user training, and at minimum include:

- a. Training objectives, approach (methods employed) and assumptions (i.e., classroom size)
- b. Training course descriptions and curriculum – by course subject, purpose and topics covered
- c. Training approach, taking into consideration training methodologies after CBS go-live and based on a rolled-out implementation plan
- d. Training equipment requirements, Contractor and County staffing resources, and test data required for both the Solution and Test Environments
- e. Course training schedule calendar - for both Contractor-responsible train-the-trainer and County-responsible training end-users
- f. Support materials needed for each course subject, based on and reconciled with Deliverable 2.35.2

The Training Plan will be reviewed and approved by the County Project Manager. Contractor shall make any revisions specified by the County Project Manager.

2.38 Subtask 10.2 – Conduct System Training

Using the CBS Solution Environment (Subtask 8.2), Contractor shall conduct four (4) types of courses as follows:

- a. Train-the-Trainer, Livescan Device – This course shall cover all CBS Livescan (including biometric captures for fingerprints, mugshots, SMT (scars, marks, and tattoos), and iris capture) functionality associated with the new CBS Solution. The course will provide hands-on instruction on the Livescan Device for manual and automated processing. “Hands-on” requires that each student have access to a fully functional Livescan Device (Subtask 8.3) and training database during the training sessions. The course shall accommodate a maximum of five (5) participants.
- b. Train-the-Trainer, ABS Module – This course shall cover all CBS Automated Booking Solution Module (ABSM) functionality associated with the new CBS Solution. The course will provide hands-on instruction for ABSM processing. The course shall accommodate a maximum of ten (10) participants.
- c. CBS Help Desk – This course will be at least four hours long and provide a technical overall view of the Solution and provide methods to manage and resolve minor incidents quickly and effectively. This course will need to accommodate approximately twelve (12) participants initially and then annually for the duration of the Agreement for approximately twelve (12) participants to accommodate new Help Desk personnel and keep existing staff current.
- d. Managers and Supervisors – This course will cover CBS management functions. The course will be at least four hours and provide hands-on instruction on accessing and producing management reports, creating user accounts, and

performing audits and inquiries using the tools provided by the System for approximately twenty (20) participants.

Contractor shall document questions, issues, any system bugs, and other suggestions (i.e., future CBS Solution product enhancements) posed from each course event, and submit a Post-Training Recap Report to the County Project Manager. Contractor shall make any revisions specified by the County Project Manager.

2.39 Subtask 10.3 – Participate In End-User Training

Contractor shall monitor end-user training classes conducted by LACRIS instructors. Contractor shall participate in up to four (4) Livescan and four (4) ABSM classes each, as designated by the County Project Manager, and at minimum:

- a. answer any questions or issues brought up during the class, when prompted by the LACRIS instructor conducting the training;
- b. provide the LACRIS instructor with recommendations on improvements for future classes at the end of each class; and
- c. document any revisions necessary to the training materials

Contractor shall provide the County Project Manager with a written recap of findings from the end user training. Contractor shall make any revisions specified by the County Project Manager.

2.40 Deliverable 10 – Training Completed

2.40.1 Training Plan – DRAFT- FINAL

2.40.2 Post-Training Recap Report – DRAFT - FINAL

2.40.3 End-user Training Recap Report – DRAFT -FINAL

2.41 Task 11 – CBS Test Environment

Contractor shall establish the Test Environment, load sample data and data dictionaries, and connect Livescan devices and interfaces to the CBS Test Environment.

2.42 Subtask 11.1 – Establish CBS Test Environment

Contractor shall deliver, install and configure the Central Servers at Department data center’s primary site for the CBS Test Environment. The hardware and software configuration shall be based on the processes and specifications from the final TAD and Bill of Materials Document (Subparagraph 2.11.4 and 2.11.6), and minimally include:

- a. System hardware, operating software, DBMS, virtualization, and any required third-party software and/or toolsets;

- b. Remote access controls, as appropriate, for authorized Contractor project team members to install, configure, maintain, and use the Application Software and middleware;
- c. Connection to Department's network; and
- d. Backup and recovery operations.

Contractor shall provide an inventory listing of Contractor's primary site's central hardware and software specified in the final TAD (Deliverable 4) for the CBS Test Environment, for County's inspection and approval.

2.43 Subtask 11.2 – Configure CBS Test Environment

Contractor shall configure the CBS Test Environment by, at minimum, performing the following:

- a. Load sample data that closely resembles County live data (Paragraph 2.12.6)
- b. Load data dictionary tables (e.g., crime codes, ORI, LSID), as detailed in Paragraph 2.12.6
- c. Establish connections to no more than five (5) Livescan devices, as designated by the County Project Manager, and configure CBS Test Environment to these Livescan devices
- d. Establish connections to the System Interfaces
- e. Establish an ABSM test web address

Contractor shall draft a CBS Test Environment Check-List, identifying all steps performed in the configuration, and submit to the County Project Manager.

Contractor shall correct any issues discovered in County's inspection, as advised by the County Project Manager, and update/finalize the CBS Test Environment Check-List.

2.44 Deliverable 11 – CBS Test Environment Completed

2.44.1 Data center installation completed. Primary site's central hardware and software, as specified in the final TAD and Bill of Materials Document (Subparagraph 2.11.4 and 2.11.6), for County's inspection and approval.

2.44.2 CBS Test Environment Check-List

2.45 Task 12 – Transition To Production

Contractor shall perform CBS Solution testing and preparedness, for County's authorization in this last Task prior to System Implementation, assuring that the CBS Solution is certified fully functional and ready for production use. Based on the final Implementation Assessment Document or IAD (Deliverable 5), Contractor shall at minimum conduct the following:

- 2.45.1 Operational Readiness Testing (Paragraph 2.12.3.4) - assuring that:
 - 1. Central Server Hardware and Software are properly configured with Contractor's secondary data center, for seamless load balancing, system failover and rollback

2. Central Server Hardware and Contractor's secondary data center are properly configured with selected Livescan Devices
 3. Central Server Hardware and Contractor's secondary data center are properly configured with all the System Interfaces (Exhibit C). If not feasible, due to external interface restrictions, for each interface Contractor shall identify interface strategy test approach on completing this step at system implementation.
- 2.45.2 User Acceptance Testing (UAT) of all CBS Solution components (e.g., Livescan Devices, ABSM, Reports, audit trails), where County stakeholders perform hands-on testing of the CBS Solution and Contractor observes County staff. Contractor shall document system bugs discovered, and future product enhancements. County, in their sole discretion, shall determine which critical bugs require Contractor's resolution prior to production use
- 2.45.3 Performance Testing, ensuring that the CBS solution meets all system performance Requirements during peak workloads. Contractor shall use 3rd party software load performance tools in verifying system performance standards and Final Requirements
- 2.45.4 Update, and perform steps identified in, the Solution Migration Strategy section of the IAD
- 2.45.5 Based on the above results, Contractor shall prepare a Production Cutover Report that:
- a. Recaps the above test findings
 - b. Documents the final Solution Migration Strategy
 - c. Describes the approach, processes for communicating, and facilitating the transition in using the CBS Solution in production operations

Contractor shall provide the County Project Manager with a draft Production Cutover Report, for County's review and approval. Contractor shall make any revisions specified by the County Project Manager.

The County Project Director, in their sole judgment, shall determine whether Contractor successfully demonstrated that the CBS Solution is ready for production use. If so, Contractor shall proceed with System Implementation (Task 13). If not, Contractor shall resolve all issues documented by County, conducting additional testing, until the County Project Director approves its successful completion.

2.46 Deliverable 12 – Transition To Production Completed

2.46.1 Production Cutover Report – DRAFT - FINAL

2.46.2 County Project Director's Approval to proceed with System Implementation

2.47 Task 13 – CBS Solution Implementation (Rollout) and Final Acceptance

2.47.1 Using the IAD's (Deliverable 5) Transition to Production: Production Cutover Strategy, Contractor and County shall coordinate all the steps

required for the CBS Solution's system implementation rollout to the designated Livescan Devices and site locations used during UAT.

Thereafter, system implementation rollout shall be in accordance with the phased rollout/installation schedule specified in the IAD (Deliverable 5).

- 2.47.2 At the time of each rollout phase, all System Interfaces (Exhibit C) shall be operational to each and every designated location and Livescan Device in that phase.
- 2.47.3 Contractor shall coordinate rollout activities with LACRIS staff, in accordance with the IAD (Deliverable 5) and Training Plan (Deliverable 10) where at minimum the:
 - a. Contractor delivers Livescan Devices and peripherals to the site locations and performs initial installation/connectivity setup
 - b. Contractor and LACRIS staff configure the Livescan Devices (i.e., mount cameras on light bar, aim and test)
 - c. Contractor establishes all network connections to printers, CBS Interfaces, etc.
 - d. LACRIS staff train supervisors and end-users for locations in the next rollout phase. NOTE: All Department patrol stations will be trained on ABSM. However, partnering Participating Agencies may be trained on ABSM, as determined by each agency.

Since Livescan Devices are a critical component of law enforcement, and any CBS Solution Major Deficiency can halt law enforcement operations, the County Project Director in their sole determination and throughout all the rollout phases, may instruct Contractor, in writing, to proceed with the fallback strategy stated in the final IAD (Deliverable 5). Contractor shall carry out the fallback plan, returning Livescan operations designated by the County Project Director to the Legacy System.

- 2.47.4 During Solution Implementation, Contractor shall:
 - a. Monitor the CBS Solution, maintain incident logs and track issues
 - b. Analyze system performance and usage and, if necessary, promptly notify County Project Manager if problematic
 - c. Assist County in verifying that the Solution meets Final Acceptance criteria
- 2.47.5 County and Contractor shall monitor each phase of the Livescan Solution rollout. Each rollout phase shall be subject to a Warranty Period of thirty (30) consecutive days to ensure that the CBS Solution remains free of Major Deficiencies at all Livescan locations in Production.
- 2.47.6 For the CBS Solution's first phase implementation, and all rollout phases thereafter, County in its sole discretion determines if the Solution is functioning Deficiency-free by phase. Contractor shall work with County to compile a list of any Deficiencies identified, and an action plan for resolving each Deficiency listed. Contractor shall resolve all Major Deficiencies, as

solely determined by the County Project Director, before continuing with the phased rollout.

- 2.47.7 If County, in its sole discretion, determines that the next Livescan rollout location is not ready for Go-Live, Contractor shall work with County to compile a list of Deficiencies, categorizing which are Major Deficiencies, and an action plan for resolving each Deficiency listed. Contractor shall resolve all Major Deficiencies and those non-major Deficiencies, as determined by County in its sole discretion. In such instances, Contractor shall provide County a revised phased rollout/installation schedule as it pertains to the remaining rollout phases.
- 2.47.8 The CBS Solution shall achieve Final Acceptance, as set forth in Subparagraph 1.3.61 of the Agreement, once all locations identified in Exhibit D (Equipment Locations and Inventory) are operational on the CBS Solution and upon completion of a thirty (30) consecutive day cycle free of Major Deficiencies. Upon occurrence of any Major Deficiency during this cycle, Contractor shall correct such Major Deficiency and, upon the correction of each such Major Deficiency, the thirty (30) consecutive day cycle free of Major Deficiencies will restart.
- 2.47.9 At the end of Solution Implementation, Contractor shall provide County with an updated and final Bill of Materials document (Deliverable 4) listing all delivered equipment by location (address and room numbers), equipment model and serial numbers, and I/P address(es) for County's review and approval. Contractor shall make any revisions specified by the County Project Manager.
- 2.47.10 At the end of Solution system Implementation, subject to the Contractor's CBS Solution operating free from Major Deficiencies, County will verify that the Final Acceptance Criteria have been met. County will approve Final Acceptance Certificate evidencing achievement of Final Acceptance.

2.48 Deliverable 13 – CBS Solution System Implemented And Final Acceptance Completed

- 2.48.1 Bill of Materials – FINAL
- 2.48.2 Documented results that the CBS Solution functions without Major Deficiencies (Exhibit B) for ninety (90) consecutive Days for Final Acceptance
- 2.48.3 Final Acceptance Certificate

2.49 Task 14 – Ongoing Post-Implementation Maintenance And Support

- 2.49.1 Services included as part of the CBS maintenance and support fees:
 - a. 24/7 maintenance and support for the entire CBS Solution from a fully staffed call center and help-desk operations, as specified in Exhibit C of the Agreement

- b. Contractor shall maintain a reserve hardware inventory totaling four (4) percent of deployment throughout the Term to facilitate hardware replacement in event of equipment failure.
 - c. CBS Solution updates for keeping the Solution compliant with Federal (i.e., NIBRS) and State mandates
 - d. Livescan Device TMR services, when such equipment requires relocation
 - e. As directed by the County Project Manager, attend CBS Solution-related meetings (i.e., LACRIS' quarterly Technical Subcommittee Meeting), conduct presentations and demonstrations, and provide in advance documentation handouts required for the meeting(s), such as status reports, statistics, presentation materials and other documentation.
 - f. Database uploads from the CBS Production Environment to the CBS Test environment, on a semi-annual basis
 - g. Price quotations, when requested by County, including if necessary: workflow charts, specifications, and Change Order documentation for any CBS Solution post-implementation modification
 - h. Paid registration fees for up to three (3) County staff attending Contractor's annual user conferences for the full event
 - i. Recurrent annual train-the-trainer type training for all current CBS Solution components
 - j. Updated computer-based training, including all current Solution component and modifications developed after Final Acceptance
 - k. Updates to all current Solution documentation specified in Deliverable 9, which shall include all Solution modifications completed by Contractor after Final Acceptance
- 2.49.2 Products and/or Services when requested by County on an executed Agreement Amendment or Change Order, including but not limited to:
- a. Additional Livescan Equipment with software, together with maintenance and support
 - b. Solution modifications, including Interfaces and system reports, including maintenance and support
 - c. Provide, mid-term in the Agreement, technology refreshes for the following components:
 - c.1 PC components of the Livescan device including monitor, keyboard and mouse
 - c.2 Mugshot cameras
 - c.3 Iris cameras
 - c.4 Color printers

- c.5 Central server hardware and 3rd party software, primary site and, if applicable, secondary site
- d. A mobile booking solution, from either:
 - d.1 Contractor-provided equipment with CBS Solution integration, or
 - d.2 Interfacing/ingesting biometric NIST transactions from another vendor's mobile booking equipment

2.50 Deliverable – Post-Implementation Maintenance And Support

EXHIBIT A
DELIVERABLE ACCEPTANCE PROCESS

Attachment A - Deliverable Acceptance Process

1. **SOW Deliverables, General** - Contractor may provide recommended criteria for County to use in reviewing the Deliverable, although County reserves the right to use different criteria as it deems appropriate within the agreed-upon scope of this project. Contractor may skip this step for Deliverables that are maintained on an ongoing basis or regularly submitted on a monthly or more frequent basis, such as status reports and schedule updates.
2. **Preparing the Deliverables**
 - 2.1. Document Deliverables - Contractor shall prepare the document as an electronic MS Office (i.e., Word) file, with the file name as follows: CBS Solution Deliverable [name of deliverable] version [version number]. All document deliverables shall include in the header “CBS Solution”, the deliverable name, and the most recent version number with date.
3. **Transmitting the Deliverable**
 - 3.1. Document and Desktop software Deliverables Contractor shall email the Deliverable to County. The email’s subject line shall have the Deliverable’s name and version number, and the email body shall serve as a cover letter indicating that this is a formal delivery. If a file is too large to send via an email attachment, Contractor shall place the file on the project’s SharePoint site (or a similar arrangement) and insert into the email body the link to that specific file.
 - 3.2. Software or data Deliverables for installation into the System - Contractor shall electronically load and install the files into the designated environments and notify County by email as soon as the software has been delivered, where the email’s subject line contains the Deliverable’s name and software version number. When all components of the Deliverable are transmitted and complete, Contractor shall also submit a Task/Deliverable Acceptance Certificate form, in accordance with Paragraph 5.2 (Approval of Work) of the Agreement. The County Project Manager or County Project Director will sign this form when the Deliverable is accepted (at Step 6.2 below)
4. **Reviewing the Deliverable** - A Deliverable is considered “out of sequence” when preceding Deliverables (based on the sequence shown in the PCD’s project schedule) have not yet been delivered and accepted. County may, at its discretion, postpone its review of an out-of-sequence Deliverable until County accepts preceding Deliverables.
 - 4.1. Document Deliverables – All delivered documents are considered DRAFT submissions, subject to review and approval by County Project Manager. County may distribute copies of the Deliverable to designated reviewers, who will identify any deficiencies and/or recommendations for improvement.
 - 4.2. Software or data Deliverables to be installed into the System - County may, with Contractor’s assistance, exercise or test the System with the delivered/installed software,

and make detailed notes of any deficiencies, anomalies, and/or recommendations for improvement.

- 4.3. Other Deliverables - County may require Contractor to conduct a demonstration or walkthrough of the Deliverable as part of its review.
5. **County's Deliverable Response** - County will respond to each Deliverable as either accepted or requiring Contractor's revision. When the latter, County will consolidate and integrate reviewer notes into a well-organized written Deliverable response that clearly explains to Contractor what in particular is deficient, questionable, or needs improvement, and if relevant, County will provide references to specific requirements or criteria. Deliverables requiring revisions shall go through another review cycle.
 - 5.1. **Transmitting the Deliverable Response** - County will email the Deliverable response to Contractor, and/or hold a conference to present and discuss the Deliverable response.
 - 5.2. **Discussing the Deliverable Response** - If desired, Contractor may discuss the Deliverable response with County, and County may revise the Deliverable response.
 - 5.3. **Revising and Resubmitting the Deliverable** - If the County's Deliverable response indicates that the Deliverable requires another review cycle, Contractor shall revise the Deliverable based on County's response feedback. Contractor shall submit the revised Deliverable using sequential version numbers (or release numbers) to identify each revision submitted. The Deliverable document shall contain a:
 - 5.3.1. Document history log identifying the version number, date created, and a summary description of changes made;
 - 5.3.2. Document approval page reserved for approval signatures from both County and Contractor, obtained after County accepts the Deliverable document.

County reserves the right to ignore or make retroactive changes to any item where a change has not been clearly and completely called out. Each time Contractor submits a revised version of the Deliverable, it shall go through all the steps in this Process.
 - 5.3.3. Contractor shall submit a **Response Tracking Sheet** with each revised Deliverable which indicates how Contractor addressed each item listed on County's Deliverable response.
6. **Acceptance of Deliverables** - When County's Deliverable response indicates that County accepts the Deliverable:
 - 6.1. Deliverable documents:
 - 6.1.1. Both County and Contractor will sign the document approval page, by either the Project Manager or Project Director;
 - 6.1.2. County Project Manager or designee will provide Contractor the final deliverable document in PDF;
 - 6.1.3. The word "final" is added to the document's file name; and
 - 6.1.4. The Deliverable process ends.
 - 6.2. Software Deliverables:

- 6.2.1. County Project Manager or County Project Director will sign the Task/Deliverable Acceptance Certificate form provided in Step 3.2 above;
- 6.2.2. County Project Manager will provide a signed copy of the Task/Deliverable Acceptance Certificate to the Contractor; and
- 6.2.3. The Deliverable process ends.

7. **Maintaining the Deliverable**

- 7.1. For one-time Deliverables - after a Deliverable has been accepted, any further changes shall be made in accordance with the Change Order process (Paragraph 8.1, of the Contract). County shall own the Deliverable and may incorporate its contents, or portions thereof, into any subsequent work products as County deems fit. Contractor shall keep a copy of the final Deliverable, and any and all amendments, in its project records
- 7.2. For continuous Deliverables – Ongoing Project Management (Task 2): Contractor shall maintain, administer, and update the Deliverable(s) in accordance with applicable specifications and purposes. County may from time to time review the status of the Deliverable(s), and shall indicate to Contractor any deficiencies that require re-working.

8. **Hardware Deliverables** – such as Livescan devices and its peripherals, Central Servers, etc., where the Deliverable is a physical item:

- 8.1. Approved Delivery Carrier – Contractor’s deliveries made to the Department’s Norwalk offices’ loading dock require an approved certificate of insurance on file from the delivery carrier. When Contractor does not use a pre-approved delivery carrier (e.g., UPS, Federal Express), Contractor shall prepare/submit a certificate of insurance from their delivery carrier of choice.
- 8.2. Notifying County of an Expected Delivery - At least one week prior to shipping equipment or goods to Department or Law Enforcement (LE) Agency premises (in accordance with the PCD project schedule), Contractor shall notify County via email of the planned delivery, indicating the name and number of the SOW Deliverable and/or Task description and Task number from the PCD schedule. County will notify all concerned parties (e.g., LE Agency, Department Data Center Admin, etc.) of expected deliveries.
- 8.3. Contractor shall, with each delivery, include a bill of lading specifying the item’s description(s), model number(s), serial number(s), and location name.

EXHIBIT B
SERVICE LEVEL AGREEMENT
FOR
CRIMINAL BOOKING SYSTEM (CBS)
SOLUTION

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1. GENERAL

This Exhibit B (hereinafter “SLA”) sets forth the scope of, and Contractor’s Service Level commitment regarding, the Operations, Maintenance, and Support services (OM&S) for the Solution, including, but not limited to, service levels which include System hosting, correction of Deficiencies, as well as warranties and County’s remedies for Contractor’s failure to meet the service level commitment specified herein. Capitalized terms used in this SLA without definition shall have the meanings given to such terms in the Base Contract.

2. SCOPE OF SERVICES

2.1 DESCRIPTION

Contractor shall provide Service Levels relating to OM&S services specified in the Base Contract and this SLA, as more fully described below.

- 2.1.1 Operation Services which are described as mean any goods and/or services to be provided by contractor under the agreement for handling the day-to-day system management for livescan devices at the county law enforcement locations, information technology (it) infrastructure (host/data center, client/desktop, connectivity/ network), including systems operation, administration, security, performance monitoring, technical diagnostics/troubleshooting, configuration management, system repair management and generation of management reports, and managing business continuation processes and technology assets.
- 2.1.2 Maintenance Services which are described as any goods and/or services to be provided by Contractor under the Agreement for maintaining the Solution, including but not limited to Software Updates, Hardware Upgrades, enhancements, corrections and other updates to the Solution, interfaces, performance, data security, reports and regulatory compliance, as further specified in the Statement of Work and the Service Level Agreement.
- 2.1.3 Support Services which are described as any goods and/or services to be provided by Contractor under the Agreement in support of the Solution, including but not limited to, updates, corrections, enhancements, customer support, interfaces, performance, data security, reports, and applicable regulatory compliance, and Work Orders with supporting documentation, as further specified in the Statement of Work and the Service Level Agreement.

2.2 DEFINITIONS

“**Active-Active**” shall have the meaning as described in Paragraph 4.4 (Business Continuity (Disaster Recovery)).

“**Authorized Contact**” shall mean and refer to any County personnel authorized to report Deficiencies and to coordinate provision of Support Services under this SLA.

“**Client Environment**” shall mean the Livescan Equipment and Solution Software installed at each Participating Agency.

“**Critical Deficiency**” shall mean a Deficiency of Severity Level 1, as further described in Paragraph 5.2.1 (Problem Correction Priorities).

“**Customer Support**” shall have the meaning specified in Paragraph 4.1 (Scope of Support).

“**Disaster**” shall mean a catastrophic event that results in significant or potentially significant Downtime or disruption of the Production Environments at the primary and secondary data centers, and requires Contractor to maintain an active-active Disaster Recovery Plan.

“**Disaster Recovery**” shall mean and refer to Contractor’s obligations described in Paragraph 4.4 (Business continuity (Disaster Recovery)).

“Disaster Recovery Plan”; **“DRP”** shall have the meaning specified in Paragraph 4.4 (Business continuity (Disaster Recovery)).

“Incident” shall mean a circumstance or set of circumstances taken together, resulting in a failure to meet a Service Level as required under this SLA.

“Low Deficiency” shall mean a Deficiency of Severity Level 4, as further described in Paragraph 5.2.1 (Problem Correction Priorities).

“Maintenance Services” shall mean any goods or services provided under this Contract for maintaining the Solution, including but not limited to Solution equipment repairs and replacement, and Solution Software updates, corrections, enhancements and other Updates to the Solution, interfaces, system availability, data security and reports, as further specified in Paragraph 3 (Maintenance Services).

“Major Deficiency” shall mean a Deficiency of Severity Level 1 or Severity Level 2, as further described in Paragraph 5.2.2 (Problem Resolution Process).

“Moderate Deficiency” shall mean a Deficiency of Severity Level 3, as further described in Paragraph 5.2.1 (Problem Correction Priorities).

“Response Time”, as such term applies to the System, shall mean the time elapsed for a transaction within the hosted gateway, as may be further specified in the Solution Requirements and this SLA.

“Response Time Baseline” shall mean the County specified baseline for Response Time, as described in Paragraph 5.3 (System Performance Requirements).

“Response Time Deficiency” shall mean System not responding within the prescribed Response Time Baseline, as further described in Paragraph 6.3 (System Performance Requirements Time Deficiencies).

“Scheduled Downtime” shall mean the period of time that the Solution cannot be accessed due to System scheduled maintenance, including but not limited to preventive maintenance, updates, upgrades, scheduled reboots and restarts, as further described in Paragraph 3.2 (System Maintenance).

“Service Credits” shall mean credits or any other form of discount to be applied to the applicable Service Fees for Contractor’s failure to timely resolve an Incident, or correct a Deficiency, as specified in this SLA, including System Unavailability exceeding the thresholds set forth in this Exhibit B.

“Severe Deficiency” shall mean a Deficiency of Severity Level 2, as further described in Paragraph 5.2.1 (Problem Correction Priorities).

“Severity Level” shall mean the applicable Deficiency severity level assigned to each Incident, for purposes of correcting Deficiencies, as described in Paragraph 5.2 (Resolution of Deficiencies).

“SLA” shall mean “Service Level Agreement” and refer to Contractor’s Service Level commitment regarding System Maintenance as required by the Contract and this Exhibit B, including but not limited to Maintenance Services, Support Services, system hosting, and any Warranties specified herein.

“Support Hours” shall mean 365/366 days per year, 24 hours a day 7 days a week, with no exceptions made for holidays.

“Support Services” shall mean any goods or services provided under this Contract in support of the Solution, including but not limited to Customer Support, help-desk assistance, operational support, equipment repairs or replacement, updates, corrections, enhancements, interfaces, corrective measures, fixes, patches and System Performance and data security Deficiency corrections, updates to reports for meeting applicable regulatory compliance, as further specified in Paragraph 4.1 (Scope of Support).

“System Availability” shall have the meaning specified in Paragraph 5.3 (System Performance Requirements).

“System Performance” shall mean the performance of the System with respect to Response Time, System Availability and Disaster Recovery.

“System Performance Deficiency” shall mean System not meeting any of the System Performance Requirements as specified in Paragraph 5.3 (System Performance Requirements).

“System Performance Requirements” shall mean the requirements for System Performance, including Paragraph 5.3 (System Performance Requirements).

“System Unavailability” shall have the meaning specified in Paragraph 6.2 (Service Credits).

“Total Monthly Time” shall mean all minutes during Support Hours in any calendar month, excluding Scheduled Downtime.

“Unscheduled Downtime” shall have the meaning specified in Paragraph 6.1 (General).

3. MAINTENANCE SERVICES

As part of System Maintenance, Contractor shall provide maintenance of the System including the provision of Updates (hereinafter “Maintenance Services”), as provided in this Paragraph 3.

3.1 SOLUTION MAINTENANCE

3.1.1 SYSTEM HARDWARE

As part of Maintenance Services, Contractor shall provide maintenance of the System Hardware components surrounding the System Software, including but not limited to all equipment and networking components. Contractor shall repair, upgrade or replace these System Hardware components during the term of the Contract to comply with the Solution Requirements and the warranties specified in this Contract and to support and be compatible with the System Hardware, including Livescan devices, and System Software including any Application Modifications provided by Contractor under the Contract.

3.1.2 LIVESCAN-RELATED EQUIPMENT AT THE PARTICIPATING AGENCIES

Contractor’s Maintenance Services shall include, at minimum, the following level of services. Contractor shall:

- Have their service technicians respond to equipment repairs or replacement services at the Participating Agencies, when required, within four (4) hours of notification by County [Catalina location eight (8) hours];

- Maintain a reserve hardware inventory totaling four (4) percent of deployment throughout the contract term, to facilitate hardware replacement in event of equipment failure;
- Provide equipment teardown, move and reconnect (TMR) services, during normal business hours and coordinated with LACRIS technicians, when such equipment requires relocation;
- Maintain inventory lists of all Livescan devices, peripherals, printer and other equipment located at the Participating Agencies, including at minimum:
 - Equipment at the component-level (e.g., Livescan PCs, printers, mugshot camera)
 - Component description, make, model, serial number, and software build number
 - Participating Agency name, address, contact phone number, site location, I/P address(es)

A. CENTRAL SERVER HARDWARE

Contractor's Maintenance Services shall include, at minimum, the following level of services for Hardware and server-related Software. Contractor shall:

- Proactively monitor Central Server operations at the primary and secondary data centers, including Interfaces, through automated monitoring tools, and report all Deficiencies to the LACRIS Help Desk
- Provide technical support to administer and operate the CBS Production Environments at the primary and secondary data centers, and CBS Test Environment. County and Contractor shall mutually agree upon Scheduled Downtime, which may be during the weekends in the early morning hours
- Provide CBS database uploads from the CBS Production Environment to the CBS Test environment, at least semi-annually
- Provide CBS Software solution backup (data and system configurations):
 - Hot backups daily of the CBS Production Environments at both the primary and secondary data centers;
 - Hot backups weekly of the CBS Test Environment at the primary data center
 - Cold backups monthly of all CBS Solution environments, for both the primary and secondary data centers, where Scheduled Downtime is required; and
 - Storing backup tapes off-site, for meeting disaster recovery provisions.
- Test at least annually during Scheduled Downtime, the failover from the primary to secondary data center and resolve all Deficiencies

3.1.3 APPLICATION SOFTWARE

Contractor shall provide Updates to the Application Software to keep current with Contractor's hosting technology standards, industry standards, compliant with Federal and California State mandates, Third Party Software upgrades, enhancements, updates, patches, bug fixes, etc., the Solution Requirements and as provided to Contractor's general customer base in accordance with this SLA, all in coordination with County's Project Manager. By definition, such Updates shall include, but not be limited to, enhancements, Version Releases and other improvements and modifications to the System Software, including Application Software.

Without limiting the other provisions of this Contract, including without limitation this SLA, such Updates shall be provided to County at least twice every year, unless otherwise agreed to by County and Contractor. Contractor shall notify County of all such Updates to the Application Software prior to the anticipated installation date thereof. Contractor's provision and installation of such Updates to the Application Software shall be at no additional cost to County. Any Updates necessary to remedy security problems in the System (e.g., closing "back doors" or other intrusion-related problems) shall be provided promptly following Contractor's knowledge of such problems. County shall also be notified in writing within 24 hours of Contractor's knowledge of the existence of any intrusions or other security problems or breaches that may affect the integrity of the System data or any other County data, subject to the provisions of Paragraph 18 (Confidentiality and Security) of the Base Contract.

3.1.4 THIRD PARTY SOFTWARE

As part of Maintenance Services, Contractor shall provide maintenance of the Third Party Software operating the System Environment for the Solution, including but not limited to Operating Software, database software and other software installed in the Production Environments and Test Environment that is not Application Software. Contractor shall update, upgrade or replace these System Software components during the term of the Contract to comply with the Solution Requirements and the warranties specified herein and to support and be compatible with the Application Software including any Application Modifications provided by Contractor under the Contract.

Contractor shall provide Updates to the System Software to keep current with Contractor's hosting technology standards, industry standards, Updates to the Application Software and other Application Modifications, all in coordination with County's Project Manager.

Contractor shall provide automated software provisioning tools to perform remote software patches and install Version Releases, including security updates.

Contractor shall provide software configuration management tools for Solution Software configuration identification, at both the primary and secondary data centers for all CBS environments, and for all the Livescan devices at the Participating Agencies.

Furthermore, any Third Party Application that may be incorporated by Contractor, and shall become part of, the Application Software shall be subject to the same System Maintenance obligations and requirements as the Application Software components that are owned or are proprietary to Contractor.

3.1.5 ADDITIONAL PRODUCTS

Maintenance Services additionally include maintaining compatibility of the System Software with any Additional Products that may be acquired by County under this Contract as Optional Work, including Additional Software and Additional Hardware. Prior to the installation of any

Additional Product, or any update thereto, Contractor shall test and ensure such Additional Product's compatibility with the then current version of the System Software. Contractor shall all ensure that the System Software is compatible with the required or critical updates to Additional Products, including without limitation, service and compatibility packs and security patches, promptly upon their release.

3.1.6 CLIENT ENVIRONMENT

As part of Maintenance Services, Contractor shall maintain the System's compatibility with the Client Environment recommended and approved by Contractor by providing, among others, Updates to the System Software and upgrading the System Hardware during the term of the Contract and following any update and/or upgrade by County of such Client Environment.

3.2 SYSTEM MAINTENANCE

Unless agreed to otherwise in advance by County, Contractor shall provide all Maintenance Services, including installation of Updates, with no or minimal Scheduled or Unscheduled Downtime. If Unscheduled Downtime, Paragraph 6 (Remedies) of this SLA apply. In the event that System Maintenance is required, Contractor shall ensure that, during any such System Maintenance, the System Availability requirements of this Contract are met and that the CBS Solution is fully operational at Contractor's secondary redundant site.

4. SUPPORT SERVICES

4.1 SCOPE OF SUPPORT

Contractor's responsibilities for supporting the operation of the Solution (hereinafter "Support Services") shall include responding to problems reported and correcting Deficiencies as specified in this Exhibit B. As part of its Support Services, Contractor shall provide operational support for the Solution during the Support Hours, which shall include without limitation providing a point of contact for all Solution problems by maintaining a system for customer support ("Customer Support"). Such operational support shall include Support Services to correct any failure of the Solution and to remedy Deficiencies in accordance with Paragraph 5 (Correction of Deficiencies) to ensure that the Solution operates in accordance with the Specifications, including Solution Requirements, warranties and other requirements set forth in the Contract. Requests for Customer Support will be submitted by County's Authorized Contact (e.g. County Project Manager or designee(s) via telephone, email and/or Contractor's web-based customer support portal. In the event that the Contractor's web-based trouble ticketing system is not available to County, County may use any other reasonable means to request Customer Support. Customer Support shall respond with a plan for resolving each Deficiency and respond to County's Project Manager within the applicable required period specified in Paragraph 5.2.1 (Problem Correction Priorities) depending on the Severity Level of the Deficiency.

4.2 CUSTOMER SUPPORT

In addition to the Solution Requirements, Contractor's Customer Support Requirements shall also include but not be limited to the following:

- 1) County-designated technical support staff who provides First Level Support to the Participating Agencies shall have access to Contractor's Customer Support through the methods outlined in this SLA.

- 2) County shall have access to Contractor's Customer Support through the web-based trouble ticketing system or telephone. The trouble ticketing system shall provide for County a simple method to submit, track and update issues that require escalation to Contractor's Customer Support. The authorized County contacts will each receive an account and training on the ticketing system.
- 3) Contractor shall provide a toll-free telephone number for County staff to call at any time during Support Hours. This telephone number shall be managed by a live operator to quickly connect County staff with the appropriate Customer Support personnel.
- 4) Severity Levels for the Deficiencies shall be assigned according to definitions specified in Paragraph 5.2.1 (Problem Correction Priorities).
- 5) Contractor shall respond within the period specified in Paragraph 5.2.1 (Problem Correction Priorities) depending on the Severity Level of the Deficiency.
- 6) Contractor's web-based trouble ticketing system shall be made available to County at any time during Support Hours. Contractor shall advise County at least two weeks in advance when the ticketing system requires its scheduled maintenance.
- 7) Contractor's Customer Support shall work with County's Project Manager and County's technical support staff on correcting Deficiencies, keeping such County personnel informed regarding Solution updates and scheduled timeframes, to ensure that all maintenance windows are clearly communicated and the requirements of this SLA are met.
- 8) Contractor shall triage, diagnose and resolve all County-submitted Deficiencies based on severity and business impact. If Contractor proposes a solution for the Deficiency workaround, County may reevaluate and escalate or downgrade the Severity Level of such Deficiency. Contractor shall work with County to ensure that each service ticket case is documented and diagnosed properly. Each Deficiency shall be tracked in the Contractor's Customer Support ticketing system by:
 - a) Severity Level;
 - b) Date/time notified by County;
 - c) Name of Contractor's Service Technician(s) or Engineer(s);
 - d) Component (hardware-Livescan, hardware-Central Server, Software-Livescan, Software-Central Server) and, if applicable, sub-component (e.g., mugshot camera, livescan monitor);
 - e) LACRIS' assigned tracking number from its customer support ticketing system;
 - f) Description of problem including, if applicable, Solution Software version;
 - g) Root cause of problem;
 - h) Action taken to resolve issue and/or to prevent recurrence;
 - i) History of actions taken, including communications between Contractor and County, by Contractor and County personnel;
 - j) Date/time completed by Contractor and communicated to County.

- 9) Contractor shall proactively monitor all CBS Solution Software for security breaches, and report and coordinate resolution of any IT security breaches with both the LACRIS Help Desk and Department's Data Security Unit.
- 10) Contractor shall install all software security patches, no later than 90 calendar days, when notified by either the 3rd party software company or Department's Data Security.
- 11) Contractor's Project Manager shall meet with County's Project Manager on a regularly scheduled basis, minimally monthly. Meetings are in person at a County-designated location or via web-conferencing, as mutually agreed upon in advance by both parties. Contractor will provide County with activity information which, at minimum, includes:
 - a) Service ticket activity from the prior month, including the age of each open service ticket;
 - b) Listing of service tickets resolved from the prior month, including the time duration it took Contractor to resolve;
 - c) Summary of Scheduled and Unscheduled Downtime, and if appropriate by location; and
 - d) Database statistics.

Contractor shall provide meeting agendas, presentation materials, and minutes.

- 12) Contractor shall provide all Solution updates for keep the Solution compliant with Federal(e.g., National Incident-Based Reporting System ("NIBRS"), FBI's Criminal Justice Information Services (CJIS)) and State mandates.
- 13) Contractor shall maintain all updates to the CBS Solution documentation, including computer-based training tools (i.e., streaming video)
- 14) Contractor shall provide refresher T3 type training of the Contractor's most recent CBS Solution build, annually when requested by County.
- 15) Contractor shall, at minimum annually, place CBS Solution software into Escrow, then coordinate with Escrow company all the required testing necessary to verify that the Solution software deposited is a working, fully executable application.
- 16) Deficiency correction, timeframes and Service Credits for failure to timely correct any Deficiencies as specified herein shall be as specified in Paragraph 5 (Correction of Deficiencies).
- 17) CBS Solution enhancement suggestions, initiated by either County or Contractor, shall be tracked using Contractor's Customer Support ticketing system. Contractor shall conduct a preliminary evaluation within thirty (30) days and update the ticket with that preliminary evaluation. Contractor shall use this information in product enhancement planning.

4.3 RESPONSE TIME MONITORING

Contractor shall be responsible for monitoring Response Time of the Solution to ensure compliance with the agreed upon Response Times shown in Exhibit G (Confidential Information) to Appendix A (Statement of Work) and any other applicable requirements specified in the Solution Requirements and this SLA.

Contractor shall perform Response Time monitoring at regular intervals and in sufficient detail to detect problems. Contractor shall provide County with direct access at any time to the data collected as a result Response Time monitoring. Whenever requested by County, Contractor shall provide County with reports and/or download that related-data along with all applicable documentation that may be necessary for County to independently monitor the Response Time of the System.

County reserves the right to periodically re-evaluate the Response Time Baselines or add/modify/delete Response Time requirements, to ensure that the Response Time of the System does not restrict or delay County's operations.

4.4 BUSINESS CONTINUITY (DISASTER RECOVERY)

As part of Support Services, Contractor shall also be responsible for Active-Active Disaster Recovery services and submission of a formal plan for Disaster Recovery ("DRP") as required by the provisions of Exhibit A (Statement of Work). Active-Active Disaster Recovery means: a network configuration of independent nodes with the ability to replicate the CBS Solution for load balancing and high availability across the primary and secondary data centers.

Contractor shall maintain and implement Active-Active Disaster Recovery and avoidance procedures to ensure that the System and the Solution provided hereunder are not interrupted during any Disaster. Contractor shall provide County with a copy of its current Disaster Recovery Plan and all updates thereto during the term of the Contract. All requirements of this Contract, including but not limited to those relating to security, personnel due diligence and training, shall apply to Contractor's Disaster Recovery site.

Contractor or County may declare an event a Disaster. Upon occurrence or declaration of a Disaster, Contractor shall provide the services outlined in the DRP. Contractor shall be subject to the following Service Level requirements as part of Active-Active Disaster Recovery, which shall be contained in and are incorporated into the DRP:

1. Contractor shall have complete responsibility for continuation of service and restoration of the System and the Solution.
2. In the event of a Disaster declaration, Contractor shall be required to maintain regular and consistent communication with County about the outage and steps taken to restore the System and the Solution.
3. County shall be able to logon to the Disaster Recovery site instantaneously after the declaration of the Disaster by County or Contractor.
4. Contractor shall have 100% capacity instantaneous of the declaration of the Disaster by County or Contractor.
5. Contractor's failure to make a declaration of a Disaster within one hour (1) hour shall result in an Incident and deemed Unscheduled Downtime.

5. **CORRECTION OF DEFICIENCIES**

5.1 IDENTIFICATION OF DEFICIENCIES

The Deficiencies under this Contract may be identified either as a result of Contractor's use of its own monitoring tools or discovered by County. Upon discovery of a Deficiency by County, County will report the Deficiency to Contractor's Customer Support for resolution in accordance

with this Exhibit B. Contractor shall keep County informed on all Deficiencies they have identified, and both parties shall mutually agree upon identifying the appropriate Severity Level.

The Severity Level of a Deficiency shall be assigned according to the Severity Level definition set forth in Paragraph 5.2.1 (Problem Correction Priorities). Based on Contractor’s proposed solution and/or workaround(s) for the Deficiency, County may reevaluate and escalate or downgrade the Severity Level of the Deficiency pursuant to Paragraph 5.2.3 (Severity Level Adjustment).

5.2 RESOLUTION OF DEFICIENCIES

5.2.1 PROBLEM CORRECTION PRIORITIES

County shall assign the Severity Level to each Deficiency reported by County to Contractor’s Customer Support. Contractor shall assign Severity Levels to Deficiencies discovered by its own problem monitoring system. Following report of a Deficiency from County, Contractor shall respond back to County within the prescribed “Response Timeframe” specified below and resolve each such Deficiency within the specified “Resolution Time”. Resolution Time for correction of Deficiencies shall start tolling when County first notifies Contractor of a Deficiency by telephone or otherwise as specified herein, including Contractor’s Customer Support, and shall end when County determines that the Deficiency has been resolved.

| SEVERITY LEVEL | DESCRIPTION OF DEFICIENCY (ANY ONE OF THE FOLLOWING) | RESPONSE TIMEFRAME | RESOLUTION TIME |
|-----------------------|---|---------------------------|--|
| 1 – Critical | System is down (Unscheduled Downtime) or is practically down (e.g., extremely slow Response Time) or does not function at all, as determined by the County. There is no way to circumvent the problem; a significant number of County users are affected. A production business system is inoperable. | One (1) hour | Resolve incident or formulate reasonable workaround within four (4) consecutive hours |
| 2 – Severe | A component of the Solution is not performing in accordance with the Specifications (e.g., slow Response Time), creating significant County business impact, its core functionality is not available or one of System Requirements is not met, as determined by the County. | Four (4) hours | Resolve incident or formulate reasonable workaround within eight (8) consecutive hours |
| 3 – Moderate | A component of the Solution is not performing in accordance with the Specifications but there is a reasonable workaround; there are unexpected results, moderate or minor operational impact, as determined by the County. | One (1) day | Resolve incident within two (2) consecutive weeks |

| | | | |
|---------|--|--------------|--|
| 4 - Low | This is a low impact problem and is not significant to operations or is related to education (e.g., general “how to” and informational Solution Software questions, Documentation requests, understanding of reports or general “how to” create reports), as determined by the County. | Two (2) days | Next Version Release or six (6) months unless otherwise agreed to by County and Contractor |
|---------|--|--------------|--|

5.2.2 PROBLEM RESOLUTION PROCESS

For any Deficiency reported by County or discovered by Contractor, Contractor shall immediately commence corrective action. Contractor shall correct all Deficiencies within the Resolution Times specified above. Contractor shall also immediately commence to develop a workaround or a fix for any Severity Level 1 or Severity Level 2 Deficiency (hereinafter “Major Deficiency”). County and Contractor shall agree on the Deficiency resolution, whether by a permanent solution or a temporary workaround, as determined by County.

Contractor shall provide the best level of effort to correct all Deficiencies and, in particular, Major Deficiencies with Severity Level 1 and Severity Level 2, within the prescribed Resolution Times. In the event that Contractor fails to correct a Deficiency within the prescribed Resolution Time, Contractor shall provide County with a written or electronic report that includes a detailed explanation of the status of such Deficiency, preliminary actions taken, detailed mitigation plans and an estimated time for completing the correction of such Deficiency. This process will be repeated until the Deficiency is resolved and the resolution is approved by County’s Project Manager. The parties will jointly cooperate during this period of time.

5.2.3 SEVERITY LEVEL ADJUSTMENT

County may escalate or downgrade a Severity Level of a Deficiency if the Deficiency meets the definition of the Severity Level as escalated or downgraded. A Deficiency may also be mutually escalated by County if the Deficiency persists or re-occurs, as determined by County’s Project Manager. At the time the Deficiency is escalated or downgraded, an appropriate timeline will be applied for resolution of such Deficiency in accordance with Paragraph 5.2.1 (Problem Correction Priorities). Contractor may request a special exception to the above timeline where there are extenuating circumstances, with the decision for extension made at the discretion of County’s Project Manager.

If a workaround may be provided by Contractor for a Deficiency, County and Contractor may agree to downgrade the Severity Level of such Deficiency until an agreed upon date. If a permanent fix is not provided by such agreed upon date, County will be able to escalate the Severity Level back to the original Severity Level or higher, as provided herein.

5.3 SYSTEM PERFORMANCE REQUIREMENTS

The System shall meet the System Performance Requirements specified below that are within Contractor’s control, including but not limited to those relating to Response Time and System Availability, as further specified in this SLA and the Solution Requirements. All System Performance Deficiencies shall be deemed Severity Level 2 Deficiencies or higher for the purpose of the correction of Deficiencies and other County remedies.

| SYSTEM PERFORMANCE CATEGORY | SYSTEM PERFORMANCE REQUIREMENT |
|---------------------------------|--|
| System Availability | 98.9% |
| Response Time | Response Time Baseline(s) established and agreed upon prior to Go-Live. |
| Active-active Disaster Recovery | Pursuant to the provisions and requirements of Paragraph 4.4 (Business Continuity (Disaster Recovery)) |

The following criteria shall be applied with regards to System Performance Requirements:

1. “System Availability” shall be calculated in based on the formula set forth in Paragraph 6.2 (Service Credits).
2. Response Time(s) shall be established using County required and Contractor supplied Response Time measurement method, which is a component of the Solution. The Response Time Baseline(s) shall be agreed upon and established before the System is able to reach Go-Live under the Statement of Work. Response Time Baseline(s) may need to be established to address various System categories and periods of operations, to the extent applicable, including but not limited Business Hours, off-Business Hours, peak hours and reporting.
3. Response Time measurement shall be calculated by averaging Response Time(s) for each of the established Response Time Baseline measurement categories, as provided below.
 - If the average Response Time is greater than the Response Time Baseline for any six (6) periods within a Service Month, County shall notify Contractor using the Customer Support trouble ticketing system.
 - Contractor shall keep County informed of the progress of the Response Time problem with the objective of providing a solution as quickly as possible.
 - Initial Response Time Baseline(s) shall be established and agreed upon by the parties prior to Go-Live. County reserves the right to modify the Response Time Baseline and/or measuring methods if County determines that the Solution is restricting or delaying County’s operations.

6. REMEDIES

6.1 GENERAL

Credits shall accrue for Unscheduled Downtime and Service Performance Deficiencies, including Contractor’s failure to meet the System Availability requirements and/or Response Time requirements (hereinafter “Service Credit(s)”). For purposes of assessing Service Credits and this Exhibit B, “Unscheduled Downtime” shall mean the total combined amount of time during any Service Month, measured in minutes, during which the System has a Major Deficiency that is unresolved by Contractor, excluding Scheduled Downtime.

6.2 SERVICE CREDITS

Without limiting any other rights and remedies available to County, either pursuant to this Contract, by law or in equity, County shall be entitled to Service Credits calculated based on the

length of combined Unscheduled Downtime during any Service Month (hereinafter “System Unavailability”), as provided below.

| SYSTEM AVAILABILITY (% OF SERVICE MONTH) | HOURLY UNSCHEDULED DOWNTIME RANGE / MONTH | SERVICE CREDITS (% OF MONTHLY FEE FOR APPLICABLE SERVICE MONTH) |
|---|--|--|
| 98.9% < x < 100% | 0:00 – 8:00 hours | None |
| 97.9% < x < 98.9% | 8:01 – 15:00 hours | 5% |
| 95.9% < x < 97.9% | 15:01 – 29:00 hours | 15% |
| 93.9% < x < 95.9% | 29:01 – 44:00 hours | 35% |
| 91.9% < x < 93.9% | 44:01 – 58:00 hours | 45% |
| 89.9% < x < 91.9% | 58:01 – 72:00 hours | 50% |
| 87.9% < x < 89.9% | 72:01 – 87:00 hours | 60% |
| 85.9% < x < 87.9% | 87:01 – 101:00 hours | 75% |
| x < 85.9% | Beyond 101:00 hours | Fee Waived for that Month |

For purposes of calculating Service Credits, “System Availability” percentage shall be calculated as follows:

$$\text{System Availability} = (\text{Total Monthly Time} - \text{Unscheduled Downtime}) \div \text{Total Monthly Time}$$

Example: 432 minutes of total Unscheduled Downtime during a 30-day Service Month.

$$[43,200 - 432] \div 43,200 = 99.0\% \text{ System Availability, with 25\% Service Credit}$$

Service Credits, in any amounts, are not and shall not be construed as penalties and, when assessed, will be deducted from County’s payment due to Contractor.

6.3 SYSTEM RESPONSE TIME DEFICIENCIES

A Response Time Deficiency that fits the definition of a Major Deficiency as a Severity Level 1 or Severity Level 2 shall be deemed to cause Unscheduled Downtime and shall entitle County to assess Service Credits as provided in Section 6.2 (Service Credits) above. In addition, the System shall be deemed to be experiencing Unscheduled Downtime after thirty (30) days of any Response Time Deficiency unresolved by Contractor, including Severity Level 3, entitling County to assess Service Credits.

EXHIBIT C
SYSTEM INTERFACES

NOT ATTACHED

TO BE DISTRIBUTED DURING MANDATORY PROPOSERS' CONFERENCE

EXHIBIT D
EQUIPMENT LOCATIONS & INVENTORY

NOT ATTACHED

TO BE DISTRIBUTED DURING MANDATORY PROPOSERS' CONFERENCE

EXHIBIT E
PROJECT CONTROL DOCUMENT

TO BE DETERMINED

EXHIBIT F
BUSINESS ATTIRE GUIDELINES

The following guidelines shall be adhered to when conducting business at all county facilities or municipal agency locations.

ATTIRE

Shorts, t-shirts or open toed shoes shall not be worn. Faded, torn or baggy clothing is strictly prohibited. Khaki-style pants/jeans and collared shirts are recommended.

HAIR GROOMING STANDARDS

Male Personnel

Vendor personnel hair shall not extend past the top of the shoulder without a single ponytail style banded; nor shall the hair be below the eyebrow line on the face. Beards and mustaches are permitted, but must be neatly trimmed and well groomed. Wigs or hairpieces are permitted if they conform to these standards.

Female Personnel

Vendor personnel hair shall be neatly styled, trimmed and well groomed. It shall not be of a style, length or artificial color which is offensive to the general public. Wigs or hairpieces are permitted if they conform to these standards.

Tattoos

All personnel, which includes vendors, are responsible for upholding the Department's professional image. Tattoos may create a negative public perception, and we have a responsibility to minimize that negative effect. Personnel who have a tattoo, branding, or other form of body art shall completely cover it with a skin-toned patch or long-sleeved shirt.

EXHIBIT G
CONFIDENTIAL ATTACHMENTS

NOT ATTACHED

TO BE DISTRIBUTED DURING MANDATORY PROPOSERS' CONFERENCE

**REQUEST FOR PROPOSALS
FOR
CRIMINAL BOOKING SYSTEM
(CBS) SOLUTION**



**APPENDIX B
MINIMUM SOLUTION REQUIREMENTS**

JUNE 2018

NOTICE TO RFP PROPOSERS

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

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

| Req # | Requirement |
|---|--|
| <i>1.0 – General Criminal Booking Solution Functions</i> | |
| 1.1 | The Solution SHALL generate, issue and maintain unique transaction numbers, preferably sequential, for each booking or type of transaction (TOT) as defined by County. |
| 1.2 | The Solution SHALL be capable of reserving a large block of sequential booking numbers obtained from and governed by the County’s Automated Justice Information System (AJIS), and issue these unique/sequential booking numbers when requested by User. |
| 1.3 | The Solution SHALL be capable of deleting a booking number and its associated data if the booking transaction associated with that booking number is not completed within 30 days and SHALL retain the audit log of the deleted transaction. |
| 1.4 | The Solution SHALL , throughout all its functionality, recognize and emphasize the AJIS numbering scheme as County’s official booking number. |
| 1.5 | The Solution SHALL be capable of ingesting, storing and displaying unique booking transaction numbers generated from County’s current Automated Booking System (ABS). |
| 1.6 | The Solution SHALL provide an XML web service (i.e. GJXDM/NIEM) which allows external systems (i.e., Records Management System (RMS) from a local agency) to request booking numbers from CBS, as illustrated in ‘Booking Number Request Sample Flow Chart’ (Attachment G.2) to the Statement of Work (SOW). |
| 1.7 | The Solution SHALL be capable of sending data and communicating directly with all interfaces listed in ‘System Interfaces’ (Exhibit C) to the SOW. |
| 1.8 | The Solution SHALL provide a method of receiving requests for booking numbers with or without a fingerprint. |
| 1.9 | The Solution SHALL monitor all booking transactions that do not have an accompanying fingerprint, and provide detailed audit reports. |
| 1.10 | The Solution SHALL be capable of capturing the Subject’s signature at time of booking by utilizing a digital signature pad on the livescan and submitting that signature in the National Institute of Standards and Technology (NIST) file as a Type-8 record. |
| 1.11 | The Solution SHALL verify the fingerprint captured during the booking number request, is from the same Subject, when the booking record is completed, edited or continued on any Livescan device within the County. |
| 1.12 | The Solution's Livescan device, excluding Quick-ID devices, SHALL be housed in a ruggedized standup system with adjustable height. Ruggedized means a cabinet-type system that protects monitors, scanners, keyboards, uninterrupted power supply (UPS) and any other component of the system Solution. (Note: Excludes Printers and cameras) |
| 1.13 | The Solution SHALL allow for fingerprints to be taken at the Livescan device and printed locally, with no booking number issued and no submission made to County, when appropriate, for non-reportable charges at the discretion of the County or reporting agency. |

| Req # | Requirement |
|-------|---|
| 1.14 | The Solution SHALL include a complete and valid standards-based record in conformance with the most current FBI Electronic Biometrics Transmission Specification (EBTS) https://www.fbibiospecs.cjis.gov/EBTS/Approved , as well as the more stringent Cal-DOJ specifications (i.e., State charge tables) and County specifications (e.g., 1,000 ppi print capture from scanner, mugshot required for every booking). |
| 1.15 | The Solution SHALL have edit functionality which allows Users to correct errors and resubmit records. It SHALL permit the opening and editing of erroneous records. Once a record has been edited, it SHALL pass the same validations as would a new record. |
| 1.16 | The uninterrupted power supply (UPS) software SHALL be capable of sending status emails to the LACRIS Help Desk when power issues arise. |
| 1.17 | The UPS software SHALL be capable of notifying the User of power issues informing them to save their work and shut down the Livescan device. |
| 1.18 | The Solution SHALL validate defined data entry fields for compliance, as delineated by County, Cal-DOJ, FBI/Criminal Justice Information Services (CJIS) Division, or other agency specifications. |
| 1.19 | The Solution SHALL ensure each mandatory field is present before submitting the transaction. Mandatory fields are governed by specifications. |
| 1.20 | The Solution SHALL adhere to tabled data entry fields for all data where a tabled dataset is available and provided. Depending on the tabled data entry field, the Solution SHALL : <ul style="list-style-type: none"> • Default the field value, based on the User’s configuration, with the option for User to override. • Provide a look-up table, such as a drop-down field, for the User to select the correct value from, but also allow the User to enter the field manually with predictive table values suggested. |
| 1.21 | The Solution SHALL be configurable to include additional tables and fields, with or without drop down menus, when required by County to conform to changing business practices. |
| 1.22 | The Solution SHALL authenticate each booking record when: <ul style="list-style-type: none"> • Passing all the Cal-DOJ NIST and Los Angeles County specific NIST validations; • Bundling the booking record as an EBTS-compliant package consisting of all of the required records and types, then; • Submitting the package via interface to the Multimodal Biometric Identification System (MBIS). |
| 1.23 | The Solution SHALL provide the capability to convert an existing record, with prints, into any other transaction type submission (e.g., converting an IDN TOT to a CRM/REG/APP/DNS or a CRM to a REG/APP/DNS), as required by the County. |
| 1.24 | The Solution SHALL have passive communication capability (i.e. chat window) for the LACRIS Help Desk to communicate with the User. |

| Req # | Requirement |
|---|---|
| 1.25 | The Solution SHALL have the ability to import a NIST file and print a copy of the booking slip and finger/palm print cards. |
| 1.26 | The Solution SHALL store all transaction files for each local Livescan device, of only the transaction files currently retained on that device. Transaction files stored on the local livescan can be printed even if network connectivity to the central server is not available. |
| 1.27 | The Solution SHALL store transaction files from every Livescan device within the central server (including a backup), for a County-designated duration. |
| 1.28 | The Solution SHALL be capable of utilizing permission-based context menus for administrative tasks to include, but not be limited to, opening the data directory folder of a highlighted transaction record selected on the inventory screen, deletion of highlighted transaction records, and export of highlighted transaction records to a NIST-compliant file. |
| 1.29 | The Solution's Livescan PCs SHALL support Microsoft Windows 10 Enterprise Edition, and Windows Server 2010 and above. |
| 1.30 | The Solution SHALL support Microsoft Windows 10 on all Participating Agency-owned PC workstations. |
| 1.31 | The Solution SHALL support Microsoft Server Manager Windows 10. |
| 1.32 | The Solution SHALL adhere to all Federal and State criminal reporting requirements (i.e., FBI's National Incident-Based Reporting System (NIBRS)). |
| 2.0 – Specifications – User Security and Functionality | |
| 2.1 | The Solution SHALL include a single User log-in for all CBS application modules, including instances when a User performs business functions for one or more Participating Agencies (i.e., LACRIS Help Desk staff). |
| 2.2 | All components of the Solution SHALL utilize this centralized User security group roles. Explain how your Solution will function in an offline mode where there is no connectivity to the central User database. |
| 2.3 | The User security group roles SHALL be maintained in the centralized database, with a local copy pushed out to each Livescan device. |
| 2.4 | The proposed Solution SHALL support two logon protocols, Cal-DOJ Justice Identity Manager (JIM) and Domain OS logon using a County-designated Active Directory Federation Services (ADFS) authentication. |
| 2.5 | User account information SHALL be stored on the central User database as well as locally on each device that the User has been granted permission to. |
| 2.6 | The Solution SHALL allow the CBS System Administrator to select which logon protocol each User shall follow. |
| 2.7 | The Solution SHALL allow Users to be assigned to multiple security groups. |
| 2.8 | The Solution SHALL apply the highest permission levels of any group that a User belongs to, should that User belong to multiple groups. |

| Req # | Requirement |
|---|--|
| 2.9 | The Solution's security groups and rules SHALL have the capability of decentralized administration. Examples: a lower level Administrator at a local agency cannot create an account equal in security rights to their own. A local Administrator can only affect those Users within their agency. |
| 2.10 | The Solution SHALL lockdown the Livescan device's OS for general Users but allow full access for Administrators. |
| 2.11 | The Solution SHALL support automatic User account: <ul style="list-style-type: none"> • Lock-out, after a configurable number of days of inactivity • Unlock after a two-factor authentication, or by a system Administrator |
| 2.12 | The Solution SHALL control excessive image quality error overrides at the User level, with configurable warning and audit report capabilities. |
| 2.13 | The Solution SHALL contain the below functionality and provide administrative notifications (local and/or LACRIS Help Desk) by e-mail. Thresholds to be set by Administrators. Notifications to include but not be limited to: <ul style="list-style-type: none"> • User errors • Too many failed login attempts • Too many image quality overrides • Too many match error (from flats or rolls) overrides • User locked out notification • User advised of eminent lockout if errors persist |
| 3.0 – Specifications – Solution Database | |
| 3.1 | The Solution's database SHALL be configurable to include additional tables and fields, as required by County business processes. |
| 3.2 | The Solution SHALL be able to receive table updates including validations (i.e., charge codes) and/or accept and utilize tables obtained from an external system or source (i.e., table file in a shared directory used by multiple applications) and immediately apply the new table set and validation rules. |
| 3.3 | The Solution SHALL keep a database log of all transactions saved and/or submitted via interface. The log will contain, at minimum: <ul style="list-style-type: none"> • Date/time of transmission • Transaction number • Booking number • User actions with timestamps • System actions with timestamps • Name, gender, race and date of birth of the Subject fingerprint. |

| Req # | Requirement |
|--|--|
| 3.4 | The Solution's database log SHALL be maintained for a configurable period of time, no less than three (3) years, as specified by County. |
| 4.0 – System Software and Functionality | |
| 4.1 | The Solution SHALL include 3 rd party virus protection software as defined by County. (Currently McAfee Enterprise AntiVirus™). |
| 4.2 | The Solution SHALL support and be capable of e-mail (sending and receiving) messaging. |
| 4.3 | The Solution SHALL have its own means of communication, such as an email system, to support responses in email format (i.e., Simple Mail Transfer Protocol or SMTP) with attachments in EFT, SRE, plain text, etc. formats |
| 4.4 | The Solution's PC workstations and servers located at the locations SHALL have McAfee endpoint security software installed and running in the background. LACRIS will provide the McAfee endpoint security software as part of its enterprise site license. |
| 5.0 – Reports – Centralized and Local | |
| 5.1 | The reports SHALL be accessible utilizing the current and two most recent versions of an internet browser, IE, Chrome, Firefox, etc. |
| 5.2 | All Users SHALL be authenticated prior to accessing the reports. |
| 5.3 | The Solution SHALL ensure access to available reports is based on User's permissions. |
| 5.4 | The Solution SHALL provide a list and description of the default reports. |
| 5.5 | The Solution SHALL provide for ad hoc reporting with all fields available. |
| 5.6 | The Solution SHALL provide a report building tool, including 10 concurrent software licenses, and necessary training. |
| 5.7 | The Solution SHALL provide a web-based administration and reporting module. |
| 5.8 | The Solution SHALL have a three (3) year retention for all booking forms. |
| 5.9 | The Solution SHALL restrict data in a report to the User's specific permissions and/or groups that the User has rights to, (i.e., reports containing data only from their Law Enforcement [LE] agency). |
| 6.0 – System Audit Capability | |
| 6.1 | The Solution SHALL provide a visual auditing tool to enhance Administrator's ability to identify issues with submitted images, both fingerprints and photos. |
| 6.2 | The Solution's audited data SHALL be retained for a minimum of three (3) years. |
| 6.3 | The Solution SHALL allow for external interface transactions to perform complete and partial record sealing and expunging in CBS. (i.e., MBIS can send a notification to CBS, and CBS will seal the record so Users cannot view the booking forms in CBS). |

| Req # | Requirement |
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| 6.4 | The Solution's audit tools SHALL allow Administrator to send warning notifications to a User, lock out a User, and restrict a User's permissions. |
| 7.0 – Types of Transactions (TOTs) | |
| 7.1 | <p>The Solution SHALL be capable of submitting the following TOTs to the County's MBIS via interface:</p> <ul style="list-style-type: none"> • All California State TOTs • State and County TOT's currently used in Los Angeles County, including but not limited to: <ul style="list-style-type: none"> ➤ ID2 ➤ ID4 ➤ Release ➤ Quick-ID ➤ Pre-ID ➤ Local Applicant Submission ➤ Update ➤ Test Record Submission ➤ Registrant ➤ DNS (option 2) |
| 7.2 | <p>The Solution SHALL be capable of a DNA submission to Cal-DOJ for criminal (CRM) transaction types, as follows:</p> <ul style="list-style-type: none"> • CRM TOT • As a stand-alone transaction • As a converted transaction, modified to a CRM TOT |
| 7.3 | The Solution SHALL be able to receive, via interface response notifications from external systems (e.g., Cal-DOJ, FBI and MBIS), process the notification within CBS, and print for booking record. |
| 8.0 – Quick-ID Functionality | |
| 8.1 | The Quick-ID Solution SHALL include (2) desktop devices in a configuration described in Section 13.0 below, capable of submitting a hand/fingerprint(s) and an iris capture to the MBIS for identification verification, using the QID Type of Transaction (TOT). |
| 8.2 | The Quick-ID Solution SHALL be able to receive, process, and print response notifications from MBIS. |
| 8.3 | The Quick-ID Solution SHALL be able to receive, process, and print a booking photo from the County's Digital Mugshot System (DMS) or MBIS, based on the submitted biometric match (e.g. State, FBI or County identifiers). |
| 9.0 –Hardware | |
| 9.1 | The Solution equipment hardware SHALL be new (unused) and current model. |

| Req # | Requirement |
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| 9.2 | The Livescan equipment SHALL be supplied with all components specified in Sections 12, 13 and 14 below, delivered complete and functionally ready to operate. |
| 9.3 | All equipment SHALL work on standard 120 volt circuit and be Underwriters Laboratory (UL) approved; maximum 20 amps. |
| 9.4 | The Livescan equipment SHALL include an uninterrupted power supply (UPS) unit and a power conditioner, including surge suppression rated at 25,000 amps, which will provide power to each Livescan device (may exclude camera or printer) for a minimum of 15 minutes. |
| 9.5 | Each Livescan device SHALL have all the necessary accessories (e.g., power cord, cabling) to make the device fully functional at installation. |
| 9.6 | The Livescan device and its peripherals SHALL utilize existing sites' current configuration without physical modification to the facilities (i.e. new conduit, moving power, moving light bar, installation of a pedestal). |
| 9.7 | Each Livescan device SHALL have its own Cisco managed network switch that can be monitored by Sheriff's Data Network (such as model WS-C2960C-8PC-L or agreed upon by Sheriff's Data Network). |
| 9.8 | The software on the Livescan device SHALL be the same software that Cal-DOJ Certified. |
| 10.0 – Hardware – General Livescan Devices (Quantity: 163) | |
| 10.1 | <p>The Solution SHALL include the following attributes for <i>163 Livescan Devices</i>:</p> <ul style="list-style-type: none"> • PC • Monitor-24" Touch Screen Flat Panel (maximum) with 12" display height (minimum) • Full-function, QWERTY wired keyboard with a numeric pad, separate function keys, and navigation keys. • Webcam, minimum 2.0 megapixels resolution, either built in the Monitor or wired-type and mounted to the Monitor (for face biometric login authentication) • Wired Optical Mouse • Wired 2D barcode reader • Wired magnetic stripe card reader • Wired Digital Signature Pad • 1000ppi Hand/finger capture scanner(s) • Iris Camera, mounted in clear view (Requirement #18.0) • A locking mechanism to prevent User from manually turning off Livescan device • Foot pedals located on both front corners of the cabinet (to allow User access regardless of left or right print capture positioning) • Casters with locking mechanism <p>Uninterrupted Power Supply and monitoring software (Requirements #s 1.18, 1.19, and 10.4)</p> |

| Req # | Requirement |
|---|---|
| 10.2 | The Solution SHALL include at least (1) one additional method other than foot pedals (e.g., button or switch) to activate scanners. |
| 10.3 | The Solution's general Livescan device SHALL be housed in a ruggedized cabinet with the following maximum dimensions: <ul style="list-style-type: none"> • 72 inches height (including all peripherals) • 32 inches width • 30 inches depth |
| 11.0 – Hardware – Coroner Livescan Devices (Quantity: 2) | |
| 11.1 | The Solution SHALL include the following attributes for 2 Coroner Devices : <ul style="list-style-type: none"> • PC • Monitor-24" Touch Screen Flat Panel (maximum) with 12" display height (minimum) • Full-function, QWERTY wired keyboard with a numeric pad, separate function keys, and navigation keys. • Webcam, minimum 2.0 megapixels resolution, either built in the Monitor or wired-type and mounted to the Monitor (for face biometric login authentication) • Wired Optical Mouse • Wired 2D barcode reader • Wired magnetic stripe card reader • Wired Digital Signature Pad • Minimum 500ppi Hand/finger capture scanner(s) adapted to the Coroner's unique business need • A locking mechanism to prevent User from manually turning off Livescan device • Foot pedals located on both front corners of the cabinet to allow User access regardless of left or right print capture positioning • Casters with locking mechanism • Uninterrupted Power Supply (Requirements #s 1.18, 1.19, and 10.4) |
| 11.2 | Coroner's fingerprint capture equipment SHALL be adapted and configured to Coroner's unique business need. |
| 11.3 | The Solution's coroner Livescan device SHALL be housed in a ruggedized cabinet with the following maximum dimensions: <ul style="list-style-type: none"> • 72 inches height (including all peripherals) • 32 inches width • 30 inches depth |

| Req # | Requirement |
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| 12.0 – Hardware – Quick-ID Devices (Quantity: 2) | |
| 12.1 | <p>The Solution’s Quick-ID device SHALL include the following attributes (Quantity 2):</p> <ul style="list-style-type: none"> • PC • Monitor-24” Touch Screen Flat Panel (maximum) with 12” display height (minimum) • Full-function, QWERTY wired keyboard with a numeric pad, separate function keys, and navigation keys. • Webcam, minimum 2.0 megapixels resolution, either built in the Monitor or wired-type and mounted to the Monitor (for face biometric login authentication) • Wired Optical Mouse • Wired 2D barcode reader • Wired Digital Signature Pad • Minimum 500ppi Hand/finger capture scanner(s) • Iris camera (Requirement #18.0) • 1 Wired foot pedal with capture and save capability • Uninterrupted Power Supply (Requirements #s 1.18, 1.19, and 10.4). |
| 13.0 – Hardware – Central Server Configuration | |
| 13.1 | <p>The Solution’s Central Server Configuration SHALL:</p> <ul style="list-style-type: none"> • Be contained in a Contractor-provided single server rack, with redundant power sources provided by LASD’s data center • Include all the servers and internal networking necessary for the entire CBS Solution functionality, installed in the rack • Have redundant networking capabilities to the Department’s PAC50 Network • Include two communication protocols to the Contractor’s second data center site, as follows: <ul style="list-style-type: none"> a. Contractor-provided direct point-to-point communication line b. VPN connection via the internet (as backup) |

| Req # | Requirement |
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| 14.0 – Printer Functionality | |
| 14.1 | <p>The Solution SHALL be able to print within an agency and to the following network-type printers, including existing agency printers currently on hand (Refer to Section 16.0 for printer requirements).</p> <ul style="list-style-type: none"> • FBI certified laser printer • Color laser printer • Non-FBI certified laser printer • Wristband printer • Paperless printer Solution |
| 14.2 | <p>The Solution SHALL have the capability of printing to multiple printers and be configurable at any time by County, to print only those response messages, booking forms, Subject wrist bands, etc. that are requested by each agency or location.</p> |
| 14.3 | <p>The printers SHALL have the capability of receiving print jobs from multiple Livescan or biometric capture devices.</p> |
| 14.4 | <p>The Solution SHALL be capable of watermarking any image prior to packaging and submitting through the central server. Watermarking any image is configurable by Administrators based on permissions.</p> |
| 15.0 – Printers – Color Laser (Quantity: 144) | |
| 15.1 | <p>The Solution’s color laser printer SHALL have, at minimum, the following attributes:</p> <ul style="list-style-type: none"> • 10/100/1000BaseTX Ethernet and USB 2.0 and/or above connections • Print speed supporting up to 22 ppm or higher • Resolution of 600 by 600 dpi • 40,000 page monthly duty cycle (minimum) • Duplex printing capable, automatic 2-sided <ul style="list-style-type: none"> i) Tray 1: (Multipurpose tray): Custom sizes: 3 x 5 in. to 8.5 x 14 in. (76.2 x 127 mm to 216 x 356 mm); capacity 150 pages minimum ii) Tray 2: (optional) Custom sizes: 5.8 x 8.3 in. to 8.5 x 14 in. (148 x 210 mm to 216 x 356 mm); capacity 500 pages iii) Manual feed function (optional) • Toner capacity yield of at least 6,000 sheets |

| Req # | Requirement |
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| 16.0 – Paperless Storage/Print Functionality on Demand | |
| 16.1 | The Solution SHALL be capable of storing electronic documents and be accessible through a web service, both within the local law enforcement agency and the central site as a central repository. An agency can select and print any of the electronic documents received by the Solution’s Livescan device assigned to their agency, to any of that agency’s printer(s). |
| 16.2 | The printerless Solution SHALL be capable of different output formats, including PDF, MHT, TIFF, PNG, and JPEG. It SHALL also support email capability. |
| 16.3 | The central repository SHALL retain record documents indefinitely or until sealed or expunged. |
| 16.4 | The document repository on each Livescan device SHALL be retained for as long as the corresponding record is available on that device. |
| 17.0 – MugShot Camera (Quantity: 139) | |
| 17.1 | The camera SHALL have a minimum of 10 Megapixels and comparable to a 1/4-Type CCD Sensor, or better. |
| 17.2 | Image quality SHALL meet or exceed the NIST Best Practice Recommendations for the Capture of mugshots http://www.nist.gov/itl/iad/ig/ansi_standard.cfm |
| 17.3 | The camera SHALL have livescan Solution software-controlled Digital SLR, where the software controls the camera’s zoom, photo capture, and power management. |
| 17.4 | The Solution SHALL be capable of taking a whole single image and allows the User to manually crop multiple scars, marks and tattoos (SMTs) with a roping type software tool and further allow close cropping using an intuitive software design. |
| 17.5 | The camera SHALL have auto face-finding capability either through hardware or software Solution. |
| 17.6 | The Solution SHALL support auto-sizing for front and profile photos with User override capability configured by system Administrator. |
| 17.7 | The Solution SHALL support the capturing of up to 99 SMTs per criminal transaction. |
| 17.8 | The Solution SHALL require the User at the Livescan device to capture SMT photos in instances where a booking record was initiated elsewhere (i.e., agency RMS) indicated that an SMT exists on the Subject. |
| 17.9 | The User SHALL be able to override the initial descriptions and/or SMT location based on policy (ies) if the record was initially started elsewhere (i.e. agency RMS). |
| 17.10 | The camera SHALL be capable of feeding an image to, and be controlled from, multiple Livescans. |
| 17.11 | Mugshot image quality (i.e, Subject’s sizing in photo) at all sites SHALL remain consistent throughout the County, regardless of the Livescan device setup and location, identified in ‘Equipment Locations & Inventory’ (Exhibit D) to the SOW. Most sites utilize a ceiling mounted three (3) point lighting system, as illustrated in ‘Sample Equipment Setup Diagram’ (Attachment G.1) to the SOW. |

| Req # | Requirement |
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| 17.12 | All mugshot camera installations SHALL be hard-wired and able to utilize existing sites' footprint without physical modification to the facilities (i.e. new conduit, moving power, moving light bar, installation of a pedestal). Using 'Sample Equipment Setup Diagram' (Attachment G.1) to the SOW as the standard location configuration, describe how your mugshot quality component will be integrated at a site. |
| 18.0 – Iris Camera (Quantity: 163) | |
| 18.1 | The Iris Type 17 Transaction within the Solution, SHALL conform to the most current “Technical Specifications Document for the Iris Pilot (IP) Project” as specified by the FBI. https://www.fbibiospecs.cjis.gov/Document/Get?fileName=Iris_Pilot_Technical_Specification_DRAFT-v2-6-8.pdf |
| 18.2 | The Iris camera SHALL be securely attached to the Solution’s cabinet or with a locking device (i.e. security cable) for positioning the camera forward, with vendor-provided interconnection wiring/cabling from CPU to camera |
| 18.3 | The Iris camera SHALL capture both eyes simultaneously on the first capture, allow individual captures after alerting User when the original capture quality is poor, and/or override if necessary (i.e., artificial eye). |
| 19.0 – Connectivity | |
| 19.1 | The Solution SHALL support network connectivity of 10Base-T (RJ-45) TCP/IP, UDP, SMTP. |
| 19.2 | The Solution SHALL have a real-time interface to the County's MBIS using a County network connection. Interfaces include, but are not limited to FTP, SMTP, Web Services, SFTP, etc. |
| 20.0 – Fingerprint Images – includes all fingerprint images captured | |
| 20.1 | The Solution SHALL support 1000ppi which is required for all fingerprint images captured in Section 12 above ‘General Livescan Devices,’ including: <ul style="list-style-type: none"> • Individually rolled • 4-Finger flats • Palm print and Writer’s palm (describe optics), including: <ol style="list-style-type: none"> i. Upper / Lower ii. Whole Hand iii. Writer’s Edge |
| 20.2 | The Solution SHALL support 1000ppi using JPEG 2000 15:1 Compression and is backward compatible to 500 WSQ. |
| 20.3 | The Solution SHALL be in compliance with “Profile for 1000ppi Fingerprint Compression” Version 1.1 https://www.fbibiospecs.cjis.gov/Document/Get?fileName=J2K1000.pdf |
| 21.0 – Fingerprint Image Capture | |
| 21.1 | If the Solution optics do not capture the whole palm (with one pass), it SHALL include all images that are applicable to that Solution’s device (rolls, flats, upper palm, lower palm, inter-digital, and writer’s edge). |
| 21.2 | The Solution SHALL support 4-finger flat to roll comparison (i.e., detection of fingers rolled out of sequence). |
| 21.3 | The Solution SHALL be within 99.5% match accuracy. |

| Req # | Requirement |
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| 21.4 | The Solution SHALL support 4-finger flat to match against all captured flats and alert the User if there is not a match. |
| 21.5 | The Solution SHALL be configurable to allow the “out of sequence” finger to be saved. |
| 21.6 | The Solution SHALL provide a side-by-side view of two or more images if the image already exists, with scoring to allow the User to decide which image to save. |
| 21.7 | The Solution SHALL provide way of annotating the image when a capture cannot occur or is an exception (e.g., scarred, amputation). Annotation can occur either before or after capture. |
| 22.0 – Image Capture Times | |
| 22.1 | The Solution SHALL provide capture times as listed below. Capture timing will be from activation of foot pedal (button, or other type of switch) or if auto capture from acceptance of last image captured until the quality check is done and displayed on screen: <ul style="list-style-type: none"> • Flat single finger - 2 seconds • Rolled images - 3 seconds • Upper Palm - 3 seconds • Lower Palm – 3 seconds |
| 22.2 | The Solution SHALL provide capture times, as listed below. Capture timing will be from activation of foot pedal (button, or other type of switch) to support upper palm and the four (4) finger flat images, and display on the screen: <ul style="list-style-type: none"> • Upper Palm - 3 seconds • Whole hand - 6 seconds |
| 23.0 – Fingerprint Image Quality Override | |
| 23.1 | The Solution SHALL check every image capture for quality. |
| 23.2 | The Solution SHALL allow the User to override and accept what the system determines to be a poor image, and log this action. |
| 23.3 | The Solution SHALL be configurable to force the User to try and obtain a better quality image by a configurable number of times. |
| 23.4 | When the User’s statistics drop below a configurable acceptable level, the Solution SHALL restrict the User’s account. |
| 23.5 | The User’s access SHALL be turned off when their statistics fall below a configured acceptable level. |
| 23.6 | The Solution SHALL allow the User to save the best print of all re-rolled prints. |
| 23.7 | The Solution SHALL track each User’s image quality results. |

| Req # | Requirement |
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| 24.0 – User and Administrator Calibration Checks | |
| 24.1 | If capture scanners are not self-calibrating, the Solution SHALL allow Users to check and perform a scanner calibration for each attached scanner capture type. This calibration process SHALL not exceed one (1) minute. |
| 24.2 | If capture scanners are not self-calibrating, the Solution SHALL alert Users to perform scanner calibration by a configurable schedule (i.e., after twenty-five (25) bookings or twenty-one (21) days, whichever is earlier). |
| 25.0 – General Interface, Network, Hardware, and Software | |
| 25.1 | The Solution SHALL support automatic updates at the device level. |
| 25.2 | The Solution SHALL be capable of synchronizing with time servers for all devices utilizing Network Time Protocol (NTP.) |
| 25.3 | The Solution SHALL display to the User, an intuitive status indicator for designated interfaces on which the Livescan device relies to communicate, indicating their connectivity. |
| 25.4 | The Solution SHALL still process a transaction when the network and/or AJIS interface is unavailable, and SHALL alert the User (i.e., warning message) advising them when working in an offline mode. |
| 25.5 | The Solution SHALL allow Users to log into the Livescan devices when the network and/or AJIS interface is unavailable. |
| 25.6 | The Solution SHALL have software version control and be capable of an automated procedure to ensure that all devices are running the same software, drivers, firmware, module, or other components. |
| 25.7 | The Solution SHALL have a table version control and be capable of handling more than one version of tables (agency and/or location-specific table values). |
| 25.8 | <p>The Solution SHALL be compliant with the most recent version of the following standards:</p> <ul style="list-style-type: none"> • NIST - Types 1, 2, 4, 8, 9, 10, 14, 15, and 17, as well as additional future types within 6 weeks of publication • EBTS • Cal-DOJ NIST • FBI/CJIS • LA County NIST (Attachment G.5) to the SOW • American National Standards Institute/National Institute of Standards and Technology (ANSI/NIST) <p>http://www.nist.gov/itl/iad/ig/ansi_standard.cfm</p> <p>Note: The Solution SHALL remain compliant with the above standards, throughout the term of the Contract, as new versions are published.</p> |
| 25.9 | The Solution SHALL support custom print formats (e.g., Los Angeles County booking slip, wristbands, medical screening forms, certificate of release, bail deviation form, and additional charge form) shown in ‘Sample Booking Forms’ (Attachment G.3) to the SOW. |

| Req # | Requirement |
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| 25.10 | The Solution SHALL allow system Administrators to design custom report formats using a 3 rd Party Report Writer (i.e., Crystal Reports), and print them based on permissions. |
| 25.11 | All licenses for any third party software required for this Solution SHALL be included. |
| 25.12 | The Solution SHALL save partially completed bookings and allow a User to retrieve and continue the booking process after a Subject's fingerprint identification, from conditions such as: <ul style="list-style-type: none"> • After a local identification with 99.5% match accuracy • After an MBIS identification |
| 25.13 | The Solution SHALL be capable of retrieving an incomplete booking transaction from a Livescan device than originally started. |
| 25.14 | The Solution SHALL support the ability to block the editing of a record when the fingerprint identification falls below the 99.5% match threshold. |
| 25.15 | The Solution SHALL support the ability to allow limited editing without fingerprint identification. |
| 25.16 | The Solution SHALL support Barcode Scanning and printing (two-dimensional capable) for the following example purposes: <ul style="list-style-type: none"> • To aid in data entry • To initiate a demographic download • To be used with any TOT or function • For wristband printing • All booking documentation • For ID Card |
| 25.17 | The Solution SHALL support completed booking review on the Livescan device, prior to submission/transmission of booking record. |
| 25.18 | The Solution SHALL be capable of supporting a touch screen monitor. |
| 25.19 | The Solution SHALL be compliant with Global Justice XML Data Dictionary Version 3.0 or most current. |
| 25.20 | The Solution SHALL support screen lock after configurable number of minutes. |
| 25.21 | The Solution SHALL support biometric logins with any combination of the following: <ul style="list-style-type: none"> • User's account credentials (User ID and password) • User's fingerprint, captured with Livescan's fingerprint scanner • User's iris, captured with Livescan's iris camera • User's face, captured with Livescan's webcam |
| 25.22 | The Solution SHALL be capable of reading a magnetic stripe card (primarily used for a Subject's Driver's License). |

| Req # | Requirement |
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| 25.23 | The Solution SHALL provide advance warning via e-mail notification to the LACRIS Help Desk when the Solution is detecting eminent failure/or system degradation. |
| 25.24 | The Solution Livescan device SHALL retain the 2,500 most recent transaction records and 100,000 submitted NIST files. |
| 25.25 | The Solution SHALL support RAID configurations of either RAID 5, RAID 6, RAID 10 or RAID 50 to protect against data loss and system downtime in the event of mechanical failure of one (1) hard drive. |
| 25.26 | The Solution SHALL not delete any previous transaction record unless it was successfully transmitted to all designated destinations with ensured delivery and/or by system Administrator. |
| 25.27 | The Solution SHALL provide a warning to the User when three (3) attempts to send a transaction have failed and/or were unsuccessfully transmitted to all the designated systems; it SHALL also send an e-mail to the system Administrators of the failed submissions. |
| 25.28 | All of the Solution’s network communications SHALL meet the ‘Sheriff’s Data Network System Security Standards’ to the SOW. |
| 25.29 | The Solution SHALL encrypt County specified data, including criminal, throughout the Solution. |
| 25.30 | The Solution SHALL provide a notification/messaging function that allows the LACRIS Help Desk to post priority messages directly to the Livescan devices informing the User of current system issues. (e.g., Cal-DOJ is down, planned system shutdowns, etc.) |
| 26.0 – Automated Booking Segment (ABS) Module | |
| 26.1 | The Solution SHALL include a browser-based, web-enabled, data entry module, referred to in this Section as the Automated Booking Segment(ABS) Module (ABSM), accessible from any County-provided computer device with network connectivity on a County-specified secured network |
| 26.2 | The Solution’s ABSM SHALL be fully integrated with the CBS software installed on the Livescan devices, where CBS booking records from either the Livescan device or a web browser, will be: <ul style="list-style-type: none"> • Created, assigning a unique booking number • Retrieved • Edited • Saved • Copied as a new booking record (and new booking number) • Printed (in hardcopy, TIFF, and PDF) |

| Req # | Requirement |
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| 26.3 | <p>The Solution’s ABSM SHALL resemble the County’s current Automated Booking System’s workflow and GUI, ‘Sample Booking Forms (Attachment G.3) to the SOW, taking the following into consideration:</p> <ul style="list-style-type: none"> • Login/security protocols • The order of the GUI screens • Screen navigation • The placement of data fields per screen • The field tabbing sequence in a screen • Mandatory fields required in each screen before proceeding to the next screen • Drop-down table values |
| 26.4 | <p>The Solution’s ABSM SHALL include a Participating Agency-specific tiered electronic approval workflow process, not to exceed 5 levels, as follows:</p> <ul style="list-style-type: none"> • Initiating User completes a booking record consisting of multiple forms, as provided in ‘Sample Booking Forms (Attachment G.3) to the SOW, and submits to next level for review/approval • Next level User reviews the booking record and will either: <ul style="list-style-type: none"> i) Edit the record, approve and submit to next level for their approval ii) Reject the record for correction by the initiating User, providing a rejection explanation in an ABS free-text field • Every User in the approval process will have their own work queue, and booking records that have not obtained final level approval shall be displayed with record status • The booking record can be edited and saved (as the most current record) by any level in this workflow process • The booking record shall, at the Agency’s discretion for each of their Users, be completely paperless or allow some or all of the record be printed in hardcopy • Electronic approvals (in lieu of signatures) are applied to the booking record when User verifies/approves record • Approved booking records are automatically routed to the next level review or final record approval • The above workflow process is configurable in CBS’ System Administration module by agency, level approvals, etc. |

| Req # | Requirement |
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| 26.5 | <p>The Solution’s ABSM SHALL include data entry fields that mirror the look and workflow of the County Booking Forms, ‘Sample Booking Forms (Attachment G.3) to the SOW, requiring:</p> <ul style="list-style-type: none"> • Mandatory data entry fields • Different field types (drop down values, table dictionary driven, date and date/time, radio buttons, free text, etc.), with validation rules • Alike data fields across booking form screens auto-populate, for reducing data entry |
| 26.6 | <p>The Solution’s ABSM SHALL assign and display on each screen both the booking number and unique ABS to CBS transaction number.</p> |
| 26.7 | <p>The Solution’s ABSM SHALL auto-save a partially completed booking record when moving from one screen field to the next and, when required, every thirty (30) seconds within the same field.</p> |
| 26.8 | <p>The Solution’s ABSM SHALL lock a booking record for a County-defined time period, and allow a System Administrator to unlock the record.</p> |
| 26.9 | <p>The Solution’s ABSM SHALL alert the originating record User, upon returning to the booking record, that the record was updated by another User, identifying the other User.</p> |
| 26.10 | <p>The Solution’s ABSM SHALL as part of the booking process, prompt a User working in the field to attach a Subject’s biometric identifier into the booking record. Allow User to override this step once User enters a reason (e.g., Subject has amputations).</p> |
| 26.11 | <p>The Solution’s ABSM SHALL submit a fingerprint capture via the Mobile Gateway interface ‘System Interfaces’ (Exhibit C) to the SOW, and attach to the booking record for verifying the Subject during the livescan process.</p> |
| 26.12 | <p>The Solution’s ABSM SHALL include navigation tools (e.g., screen tabs, command buttons) for the User to navigate from one data entry screen to another.</p> |
| 26.13 | <p>The Solution’s ABSM SHALL include intuitive touchscreen capabilities for any County-provided computer device that has this technology.</p> |
| 26.14 | <p>The Solution SHALL be capable of tracking each User who views, edits, or prints specified forms.</p> |
| 26.15 | <p>The Solution’s ABSM SHALL be configurable to include additional tables and fields, with or without drop down menus, when required by County to conform to changing business practices.</p> |
| <p><i>27.0 – Records Management System (RMS) and External System Interfaces</i></p> | |
| 27.1 | <p>The Solution SHALL interface with external systems, as identified and summarized in ‘System Interfaces’ (Exhibit C) to the SOW.</p> |
| 27.2 | <p>The Solution SHALL support two-way interfacing to multiple Participating Agency RMSs (multiple interfaces), where updates made in the agency’s RMS also updates the booking record in the Livescan device.</p> |

| Req # | Requirement |
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| 27.3 | The Solution SHALL allow a single Livescan to communicate simultaneously to multiple RMS interfaces (e.g., Site A's Livescan creates a record but submits it to three different RMS interfaces [Sites A, B, and C]). |
| 27.4 | The Solution SHALL interface with County's AJIS for modifying any allowable fields after the initial booking and fingerprint verification of subject; automatic locking of edit feature after a configurable amount of time and/or events with admin override. This type of modification would deny User to resend NIST file to MBIS without authorization. |
| 27.5 | The Solution SHALL permit the installation of the County's JDIC terminal emulator software on the Livescan device(s), for performing the following functions: <ul style="list-style-type: none"> • Sending and receiving messages • Interfacing with other County systems (CWS, CCHRS, AJIS, DMS, etc.) |
| 27.6 | The Solution SHALL support JDIC messaging, FTP, SMTP, SQL and XML as these are anticipated to be the primary methods for interface. |
| 27.7 | The Solution SHALL support standard XML protocols for the local Participating Agencies' RMS, as follows: <ul style="list-style-type: none"> • GJXDM - the current XML protocol utilized by 20+ agencies • NIEM - the newest and more robust protocol for all replacement RMS connections, as chosen by the Participating Agency • FTP (File Transfer Protocol) |
| 27.8 | The Solution SHALL be "Single Data Entry." A booking record may begin on the Livescan device, local RMS, or AJIS. |
| 27.9 | The Solution SHALL support a query from any Participating Agency's RMS to CBS's database via a SQL database view on each Livescan, as well as the central database servers, for importing into the RMS new records and modified records from CBS. |
| 27.10 | The Solution SHALL handle the functionality above 27.9 in the following formats: <ul style="list-style-type: none"> • Cal-DOJ NIST with and without Type 10, 'Cal-DOJ NIST' • Los Angeles County NIST with and without Type 10, 'County NIST Data Types' (Attachment G.4) to the SOW |
| 27.11 | The Solution SHALL support an interface with the County's consolidated booking system (currently AJIS) using TCP/IP (current), database-stored procedure calls, or web services such as GJXDM/NIEM. |
| 28.0 – Continuity of Operations | |
| 28.1 | The Solution's central server functionality for the CBS Production environment SHALL be replicated at a secondary vendor-provided site. |

| Req # | Requirement |
|-------|---|
| 28.2 | The Solution's secondary site SHALL be located outside Los Angeles County, for meeting County's Disaster Recovery provisions. |
| 28.3 | The Solution's secondary site SHALL be CJIS compliant and located either in the vendor's designated Data Center or a CJIS-compliant cloud. |
| 28.4 | The Solution's secondary site SHALL be redundant to the Solution's primary site at LASD's Data Center for a seamless system failover, in instances when the primary site is down for an extended period of time. |
| 28.5 | The Solution's secondary site SHALL be load balanced as active/active environments, with the Solution's primary site at LASD's Data Center, for maintaining system performance during heavy Solution use. |
| 28.6 | The Solution's secondary site SHALL include all hardware, Software licensing, and maintenance (including interfaces, O/S, database, virus scan, report writer and other 3rd party software). |
| 28.7 | The Solution's secondary site SHALL include, at the vendor's expense, a direct network communication line from LASD's Data Center to the secondary site location. |
| 28.8 | The solution SHALL support the option to automatically forward all positive identification responses received by a Livescan to Participating Agencies' RMS via web services (e.g. GJXDM/NIEM) and FTP, based on the Participating Agency's RMS capability for updating the RMS record. |
| 28.9 | The Solution SHALL meet all System Performance measurements specified in the Service Level Agreement's (Exhibit B) System Response Time Matrix table. |



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

[_____]

FOR

**CRIMINAL BOOKING SYSTEM (CBS)
SOLUTION**

JUNE 2018

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 - Attachment A.1 Deliverable Acceptance Process [See Appendix A, Exhibit A to RFP]
 - Attachment A.2 Solution Requirements [See Appendix D, Exhibit 16 to the RFP]
 - Attachment A.3 System Interfaces [See Appendix A, Exhibit C to RFP]
 - Attachment A.4 Equipment Locations and Inventory [See Appendix A, Exhibit D to RFP]
 - Attachment A.5 Project Control Document [TBD]
 - Attachment A.6 Business Attire Guidelines [See Appendix A, Exhibit F to RFP]
- Exhibit B Pricing Schedule [TBD]
 - Schedule B.1 Optional Work Schedule
- Exhibit C Service Level Agreement [See Appendix A, Exhibit B to RFP]
 - Schedule C.1 Information Security Requirements
 - Schedule C.2 Compliance with Encryption Requirements
 - Schedule C.3 Application Security Requirements
 - Schedule C.4 Solution Performance Requirements
- Exhibit D Contractor’s EEO Certification
- Exhibit E County Administration [TBD]
- Exhibit F Contractor Administration [TBD]
- Exhibit G Confidentiality and Assignment Agreement
- Exhibit H Jury Service Ordinance [See Appendix G to RFP]
- Exhibit I Safely Surrendered Baby Law [See Appendix J to RFP]
- Exhibit J Request for Proposals (RFP) 555-SH [Incorporated by Reference]
- Exhibit K Contractor’s Proposal [Incorporated by Reference]

**CONTRACT
BETWEEN
COUNTY OF LOS ANGELES
AND**

**FOR
CRIMINAL BOOKING SYSTEM (CBS) SOLUTION**

This Agreement is entered into this ____ day of _____, 2018 by and between the County of Los Angeles, a political subdivision of the State of California (hereinafter “County”), and _____ (hereinafter “Contractor”) (hereinafter collectively also the “parties”).

RECITALS

WHEREAS, Contractor is qualified by reason of experience, preparation, equipment, organization, qualifications and staffing to provide to County the Work contemplated by this Agreement; and

WHEREAS, County is authorized by, inter alia, California Government Code sections 26227 and 31000 to contract for goods and services, including the Work contemplated herein; and

WHEREAS, County issued a Request for Proposals (hereinafter also “RFP”) for the provision, implementation, maintenance and support of a Criminal Booking System (hereinafter “CBS” or “System”) solution (hereinafter “Solution” or “CBS Solution”) for the Los Angeles County Sheriff’s Department (hereinafter “Sheriff” or “Department”); and

WHEREAS, Contractor has submitted a proposal to County for the provision, implementation, maintenance and support of the CBS Solution, based on which Contractor has been selected for recommendation for award of this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein and for good and valuable consideration, County and Contractor agree as follows:

1. APPLICABLE DOCUMENTS

1.1 INTERPRETATION

The provisions of this document (hereinafter “Base Agreement”), along with Exhibits A, B, C, D, E, F, G, H, and I including all Attachments and Schedules thereto, attached hereto, and Exhibits J and K, not attached hereto, all described in this Paragraph 1.1 below and incorporated herein by reference, collectively form and throughout and hereinafter are referred to as the “Agreement”. 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, between this Base Agreement and the Exhibits, Attachments and Schedules or between the Exhibits, Attachments and Schedules, such conflict or inconsistency shall be resolved by giving precedence first to the Base Agreement, and then to the Exhibits, Attachments and Schedules according to the following descending priority:

Exhibit A – Statement of Work

Attachment A.1 – Deliverable Acceptance Process

- Attachment A.2 – Solution Requirements
- Attachment A.3 – System Interfaces
- Attachment A.4 – Equipment Locations & Inventory
- Attachment A.5 – Project Control Document
- Attachment A.6 – Business Attire Guidelines
- Exhibit B – Pricing Schedule
 - Schedule B.1 – Optional Work Schedule
- Exhibit C – Service Level Agreement
 - Schedule C.1 – Information Security Requirements
 - Schedule C.2 – Compliance with Encryption Requirements
 - Schedule C.3 – Application Security Requirements
 - Schedule C.4 – Solution Performance Requirements
- Exhibit D – Contractor’s EEO Certification
- Exhibit E – County Administration
- Exhibit F – Contractor Administration
- Exhibit G – Confidentiality and Assignment Agreement
- Exhibit H – Jury Service Ordinance
- Exhibit I – Safely Surrendered Baby Law
- Exhibit J – Request for Proposals (incorporated by reference)
- Exhibit K – Contractor’s Proposal (incorporated by reference)

1.2 ENTIRE AGREEMENT

This Agreement constitutes the complete and exclusive statement of understanding between the parties and supersedes all previous and contemporaneous agreements, whether written or oral, and any and all communications and negotiations between the parties relating to the subject matter of this Agreement.

1.3 DEFINITIONS

The terms and phrases in this Paragraph 1.3 in quotes and with initial letter capitalized, where applicable, whether singular or plural, shall have the particular meanings set forth below whenever such terms are used in this Agreement.

1.3.1 ACCEPTANCE

The term “Acceptance” shall mean County’s written approval of any tasks, subtasks, deliverables, goods, services or other Work, including Acceptance Tests and any Work Orders, provided by Contractor to County pursuant to this Agreement.

1.3.2 ACCEPTANCE CRITERIA

The term “Acceptance Criteria” shall mean criteria for County’s Acceptance of Contractor’s Work under the Agreement, including any Work Orders executed hereunder.

1.3.3 ACCEPTANCE TEST

The term “Acceptance Test” shall mean any of the tests of the Solution conducted by Contractor with County's assistance where applicable, including, but not limited to those specified in Exhibit A (Statement of Work).

1.3.4 ADDITIONAL PRODUCTS

The term “Additional Product(s)” shall mean additional components of System Software, System Hardware or Livescan Equipment, and related Documentation, that Contractor may provide upon County’s request therefor in accordance with Paragraph 5.1.4 (Optional Work) in order for the System to meet existing or future Solution Requirements specified by County, which will update Schedule B.1 (Optional Work Schedule). Once accepted and approved by County, Additional Products shall become part of, and be deemed, Products for the purpose of this Agreement.

1.3.5 ADDITIONAL SOFTWARE

The term “Additional Software” shall mean additional applications or licenses, and related Documentation, that Contractor may provide as part of Additional Products upon County’s request therefor in accordance with Paragraph 5.1.4 (Optional Work). Once accepted and approved by County, Additional Software shall become part of, and be deemed, Application Software for the purpose of this Agreement.

1.3.6 AGREEMENT

The term “Agreement” shall have the meaning specified in Section 1.1 (Interpretation).

1.3.7 AMENDMENT

The term “Amendment” shall mean a written instrument prepared and executed by the authorized representatives of the parties, which revises and/or adds terms and conditions to the Agreement affecting the scope of Work, term, payments or any term or condition. All Amendments shall be approved and executed by the parties in accordance with Paragraph 4.3 (Amendments).

1.3.8 APPLICATION MODIFICATIONS

The term “Application Modification(s)” shall mean Programming Modifications, Software Updates, Additional Software and any Replacement Products, and related Documentation, that may be provided by Contractor to County under this Agreement. Once accepted and approved by County, Application Modifications shall become part of, and be deemed, Application Software for the purpose of this Agreement.

1.3.9 APPLICATION SOFTWARE

The term “Application Software” shall mean the Licensed Software and Application Modifications thereto, and related Documentation, licensed, provided, developed, implemented, maintained and/or supported by Contractor as part of the Solution in accordance with the requirements under this Agreement.

1.3.10 BASE AGREEMENT

The term “Base Agreement” shall mean and refer to the terms, conditions and other provisions specified in this document, as further defined in Paragraph 1.1 (Interpretation) above.

1.3.11 BASELINE APPLICATION

The term “Baseline Application” shall mean Application Software, and related Documentation, licensed, provided and implemented by Contractor pursuant to this Agreement as part of the Solution Implementation to meet some or all Solution Requirements.

1.3.12 BOARD OF SUPERVISORS; BOARD

The terms “Board of Supervisors” and “Board” shall mean County’s Board of Supervisors, which is the governing body of County.

1.3.13 BUSINESS CONTINUITY (DISASTER RECOVERY)

The term “Business Continuity (Disaster Recovery)” shall have the meaning as described in Exhibit C (Service Level Agreement), Paragraph 4.4.

1.3.14 BUSINESS DAY

The term “Business Day” shall mean any day of eight (8) working hours from 8:00 a.m. to 5:00 p.m. Pacific Time (PT), Monday through Friday, excluding County observed holidays.

1.3.15 CBS SOLUTION

The term “CBS Solution” shall have the same meaning as the term “Solution”.

1.3.16 CHANGE NOTICE

The term “Change Notice” shall mean a written instrument prepared and executed by County’s Project Manager identifying any change requested by County, including for acquisition of Optional Work using Pool Dollars, which does not affect the scope of Work, term, payments or any term or condition of this Agreement. Any Change Notice shall be executed and delivered in accordance with Paragraph 4.2 (Change Notices).

1.3.17 CHANGE ORDER

The term “Change Order” shall mean a Change Notice for provision of Optional Work using Pool Dollars.

1.3.18 CLIENT ENVIRONMENT

The term “Client Environment” shall mean and refer to the computers, including all work stations, equipment, devices and peripherals together with all associated Operating Software and Application Software connected to the Production Environment for accessing and using the Solution, including all associated System Hardware and System Software.

1.3.19 CONFIDENTIAL INFORMATION

The term “Confidential Information” shall mean any data or information, in any format, including County data, County Materials, System data, sensitive financial information, proprietary information and any other information that otherwise may be deemed confidential by applicable Federal, State or local law or pursuant to the terms of this Agreement, as further specified in Paragraph 18 (Confidentiality and Security).

1.3.20 CONFIGURATIONS

The term “Configuration(s)” shall mean the customizations or other modifications to the Application Software, and related Documentation, that may be provided by Contractor during the term of the Agreement upon County’s election as part of Solution Implementation or in

the form of Programming Modifications as part of Optional Work in order for the Solution to meet existing or future Solution Requirements specified by County.

1.3.21 CONTRACT SUM

The term “Contract Sum” shall mean the total monetary amount authorized to be payable by County to Contractor under this Agreement, as set forth in Paragraph 8.1 (Maximum Contract Sum). The Contract Sum shall not be adjusted for any costs or expenses whatsoever by Contractor.

1.3.22 CONTRACTOR’S KEY STAFF

The term “Contractor’s Key Staff” shall have the meaning as described in Paragraph 3.2 (Approval of Contractor’s Staff).

1.3.23 COTS

The term “COTS” shall mean “commercial-off-the-shelf” when used with software.

1.3.24 COUNTY

The term “County” shall mean the County of Los Angeles, California, including its Sheriff’s Department.

1.3.25 COUNTY MATERIALS

The term “County Materials” shall mean information, data, plans, schedules including project and work schedules, departmental procedures and processes, diagrams, reports, records and any other information or Work products originated from or created solely for County through Contractor’s work pursuant to this Agreement and any County data, County’s Confidential Information and System data, whether provided by County or otherwise accessible or generated by Contractor or the Solution, excluding the Work Product, as further specified in Paragraph 16.1 (County Materials).

1.3.26 CUSTOMIZATIONS

The term “Customization(s)” shall mean customizations or other modifications to the Application Software, and related Documentation, that may be provided by Contractor during the term of the Agreement upon County’s election as part of Solution Implementation or Optional Work in order for the Solution to meet existing or future Solution Requirements specified by County. Once accepted and approved by County, Customizations shall become part of, and be deemed, Application Software for the purpose of this Agreement.

1.3.27 DATA CONVERSION

The term “Data Conversion” shall mean and refer to tasks and deliverables associated with the Solution Migration and conversion of County’s existing data as part of Solution Implementation services, as further specified in Exhibit A (Statement of Work).

1.3.28 DEFICIENCY; DEFICIENCIES; DEFECT(S)

The terms “Deficiency(ies)” and “Defect(s)”, whether singular or plural, shall mean any of the following: any malfunction, error or defect in the design, development, implementation, materials, and/or workmanship; any failure to meet or comply with or deviation from Solution Requirements, Specifications, County approved deliverables, any published and/or mutually agreed upon standards or any other representations or warranties by Contractor under the Agreement regarding the Solution; and/or any other problem which results in the Solution, or

any component thereof, not performing in compliance with the provisions of this Agreement, including but not limited to the Specifications and Solution Requirements.

1.3.29 DEFICIENCY CREDITS

The term “Deficiency Credits” shall mean credits or any other form of discount to be applied to the applicable Service Fees for Contractor’s failure to correct a Solution Deficiency, including but not limited to Unscheduled Downtime or Solution Performance Deficiency, within a prescribed period of time depending on the Severity Level of such Deficiency, as further specified in Exhibit C (Service Level Agreement).

1.3.30 DELIVERABLE; DELIVERABLE

The terms “Deliverable” and “deliverable” shall mean items and/or services provided or to be provided by Contractor under this Agreement, including any numbered Deliverables set forth in Exhibit A (Statement of Work).

1.3.31 DEPARTMENT

The term “Department” shall mean the Los Angeles County Sheriff’s Department.

1.3.32 DETAILED WORK PLAN

The term “Detailed Work Plan” shall have the meaning specified in Paragraph 2.1.8 of Exhibit A (Statement of Work).

1.3.33 DISASTER

The term “Disaster” shall mean a catastrophic event that results in significant or potentially significant Unscheduled Downtime or disruption of the Production Environment and requires Contractor to provide Disaster Recovery as specified in Exhibit C (Service Level Agreement) and/or Exhibit A (Statement of Work).

1.3.34 DISABLING DEVICE

The term “Disabling Device” shall mean any device, method or means including, without limitation, the use of any “virus”, “lockup”, “time bomb”, “key lock”, “worm”, “back door” or “Trojan Horse” device or program, or any disabling code, which has the potential or capability of compromising the security of County’s confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of the Solution or any component to County or any User or which could alter, destroy or inhibit the use of the Solution or any component, or the data, as further specified in Paragraph 12.1 (General Warranties).

1.3.35 DISPUTE RESOLUTION PROCEDURE

The term “Dispute Resolution Procedure” shall have the meaning specified in Paragraph 51 (Dispute Resolution Procedure).

1.3.36 DOCUMENTATION

The term “Documentation” shall mean any and all written and electronic materials provided or made available by Contractor under this Agreement, including, but not limited to, documentation relating to software, hardware and equipment specifications and functions, training course materials, Specifications including Solution Requirements, technical manuals, handbooks, flow charts, technical information, reference materials, user manuals, operating manuals, quick reference guides, FAQs, and all other instructions and reference materials

relating to the capabilities, operation, installation and use of the Solution and/or applicable components. Documentation in electronic shall be in software formats acceptable to County.

1.3.37 EFFECTIVE DATE

The term “Effective Date” shall mean the date of execution of this Agreement by County and the authorized representative(s) of Contractor, whichever is later.

1.3.38 FINAL ACCEPTANCE

The term “Final Acceptance” shall mean County’s acceptance of full Solution Implementation consistent with the requirements hereunder at all Equipment locations, as evidenced by County’s written approval in accordance with the terms of this Agreement of the designated Deliverable under the Statement of Work.

1.3.39 GO-LIVE; PRODUCTION CUTOVER

The terms “Go-Live” and “Production Cutover” shall mean the cutover of the Solution to the Production Environment for any of the Phases pursuant to Exhibit A (Statement of Work).

1.3.40 HARDWARE UPGRADE

The term “Hardware Upgrade” shall mean any addition to, or replacement of any component of the Solution Hardware, available or made available subsequent to the first Go-Live of the Solution, in order to comply with the Solution Requirements, Solution Performance Requirements, Service Level Agreement, the Statement of Work, and/or any of the specifications set forth in the Agreement.

1.3.41 HOLDBACK

The term “Holdback” shall have the meaning specified in Paragraph 9.6 (Holdback).

1.3.42 IMPLEMENTATION PERIOD

The term “Implementation Period” shall mean the period from the Effective Date of the Agreement through the Solution’s Final Acceptance by County.

1.3.43 INITIAL TERM

The term “Initial Term” shall have the meaning specified in Paragraph 7.

1.3.44 INTERFACE

The term “Interface” shall mean the set of software mechanisms used for the transfer of electronic data and/or software commands among and between computer systems including the Solution and any Interfaced system, networks, applications, modules and users, and related Documentation, previously provided or to be provided by Contractor to County during the term of the Agreement as part of Solution Implementation or Optional Work.

1.3.45 LICENSE

The term “License” shall mean the terms and conditions granting County, Participating Agencies and their Users rights to the Solution Software licensed by Contractor under this Agreement, as specified in Paragraph 10.2 (License).

1.3.46 LICENSED SOFTWARE

The term “Licensed Software” shall mean pre-developed Application Software components licensed by Contractor to County under the Agreement, and related Documentation, including

any pre-developed software and other tools, Additional Software and any Replacements Products.

1.3.47 LIVESCAN

The term “Livescan” shall mean an inkless, electronic means of capturing fingerprints and other biometric features in a digitized format.

1.3.48 LIVESCAN EQUIPMENT

The term “Livescan Equipment” shall mean and refer to all hardware used for capturing Livescans under the Agreement including the cabinet, personal computers, biometric capture instruments and other peripherals as well as embedded firmware/software, and related Documentation, including Application Software and Operating Software.

1.3.49 MAINTENANCE PERIOD

The term “Maintenance Period” shall mean the period from Final Acceptance through the end of the term of the Agreement.

1.3.50 MAXIMUM FIXED PRICE

The term “Maximum Fixed Price” shall mean the maximum amount to be paid by County to Contractor for any Optional Work approved by County to be provided by Contractor in accordance Paragraph 5.1.4 (Optional Work).

1.3.51 OPERATING SOFTWARE

The term “Operating Software” shall mean the software and other products which may be provided by Contractor or County as part of the Solution Environment, including operating and database software.

1.3.52 OPERATIONS, MAINTENANCE & SUPPORT; OM&S

The terms “Operations, Maintenance & Support” and “OM&S” shall mean and include Operations Services, Maintenance Services and Support Services provided by Contractor in accordance with this Agreement, as further specified in the Statement of Work and the Service Level Agreement.

1.3.53 OPTION TERM

As used herein, the term “Option Term” shall have the meaning specified in Paragraph 7.

1.3.54 OPTIONAL WORK

The term “Optional Work” shall mean Programming Modifications, Professional Services and/or Additional Products that may be provided by Contractor to County during the term of the Agreement upon County’s request and approval in accordance with 5.1.4 (Optional Work) and identified appropriately in Schedule B.1 (Optional Work Schedule).

1.3.55 PARTICIPATING AGENCY

The term “Participating Agency” shall mean any agency authorized by County to use this Agreement, including: (i) the Los Angeles County Public Defender Alternate Public Defender, (ii) the Los Angeles County Juvenile Bar Panel, and (iii) the Los Angeles County Bar Association.

1.3.56 PERFORMANCE DEFICIENCY

The term “Performance Deficiency” shall mean the Solution not meeting any one of the Solution Performance Requirements set forth in Exhibit A (Statement of Work) and/or Exhibit C (Service Level Agreement).

1.3.57 PHASE

The term “Phase” shall mean and refer to each phase of delivery and installation of Livescan Equipment as part of Solution Implementation.

1.3.58 PHASE ACCEPTANCE

The term “Phase Acceptance” shall mean County’s Acceptance of a Phase operating in Production, as evidenced by written approval in accordance with the terms of this Agreement of the applicable Deliverable under Exhibit A (Statement of Work) for completion of such Phase.

1.3.59 POOL DOLLARS

The term “Pool Dollars” shall mean the amount allocated under this Agreement for the provision by Contractor of Optional Work during the term of this Agreement.

1.3.60 PRODUCTION ENVIRONMENT

The term “Production Environment” shall mean the Solution Environment set up by Contractor as part of Solution Implementation services pursuant to Exhibit A (Statement of Work) for Production Use of the Solution.

1.3.61 PRODUCTION; PRODUCTION USE

The terms “Production” and “Production Use” shall mean the actual use of the Solution by County, Participating Agencies and their Users for the performance of their operations commencing upon Go-Live.

1.3.62 PROFESSIONAL SERVICES

The term “Professional Service(s)” shall mean and include training, consulting services, programming and/or other services requiring professional expertise that Contractor may provide upon County’s request therefor in the form of Optional Work in accordance with Paragraph 5.1.4 (Optional Work).

1.3.63 PROGRAMMING MODIFICATIONS

The term “Programming Modification(s)” shall mean modifications to Application Software, including Configurations, Customizations and Interfaces, and related Documentation, that may be provided by Contractor during the term of the Agreement, upon County’s election, in order for the Solution to meet existing or future Requirements specified by County or other governing bodies. Once accepted and approved by County, the product of any Programming Modifications shall become part of, and be deemed, Application Software for the purpose of this Agreement.

1.3.64 PROJECT

The term “Project” shall mean the implementation, operations, maintenance and support for the Criminal Booking System Solution, and any other related Work that may be provided by Contractor in accordance with the terms of this Agreement.

1.3.65 PROJECT CONTROL DOCUMENT; PCD

The term “Project Control Document” and “PCD” shall have the meaning defined in Paragraph 2.1 of Exhibit A (Statement of Work).

1.3.66 PROJECT REVIEW

The term “Project Review” shall have the meaning defined in Paragraph 2.1.9 of Exhibit A (Statement of Work)

1.3.67 REPLACEMENT PRODUCT

The term “Replacement Product” shall mean any software product with which Contractor may replace any or all components of the Licensed Software during the term of the Agreement, as further specified in Paragraph 12.4 (Continuous Product Support).

1.3.68 REQUEST FOR PROPOSALS; RFP

The terms “Request for Proposals” and “RFP” shall mean County’s Request for Proposals for provision of Work hereunder, incorporated into this Agreement as Exhibit J (Request for Proposals).

1.3.69 RESOLUTION TIME

The term “Resolution Time” shall have the meaning as described in Paragraph 5.2 (Resolution of Deficiencies) of Exhibit C (Service Level Agreement).

1.3.70 RESPONSE TIME

The term “Response Time” shall meaning as described in Exhibit C (Service Level Agreement).

1.3.71 SCHEDULED DOWNTIME

The term “Schedule Downtime” shall have the meaning described in Exhibit C (Service Level Agreement).

1.3.72 SECURITY REQUIREMENTS

The term “Security Requirements” shall have meaning as described in Paragraph 18.2 (Security).

1.3.73 SERVICE FEES

The term “Service Fee(s)” shall mean and include the fees to be paid by County to Contractor for the provision of OM&S Services under the Agreement in accordance with the terms of this Agreement, including Exhibit C (Service Level Agreement).

1.3.74 SERVICE LEVEL AGREEMENT; SLA

The terms “Service Level Agreement” and “SLA” shall mean and refer to the provisions of Exhibit C (Service Level Agreement) including all Schedules thereto.

1.3.75 SERVICE LEVELS

The term “Service Level(s)” shall mean Contractor’s service obligations to County during Production Use of the Solution as specified in Exhibit C (Service Level Agreement).

1.3.76 SERVICES

The term “Services” shall mean services related to Solution Implementation, OM&S, any services that are part of Optional Work, and any other services that may be provided by Contractor under this Agreement.

1.3.77 SEVERITY LEVEL

The term “Severity Level” shall have the meaning described in Exhibit C (Service Level Agreement).

1.3.78 SOFTWARE UPDATES

The term “Software Update(s)” shall mean and include any additions to and/or replacements to the Solution Software, available or made available subsequent to the first Go-Live of the Solution, and shall include all Application Software and Livescan Equipment firmware/software performance and functionality enhancement releases, new Version Releases, Solution Software upgrades, improvements, interim updates, including fixes and patches, Deficiency corrections, and any other modifications to the Application Software, including but not limited to those required for the Solution to remain in compliance with applicable Federal and State laws and regulations and the terms of this Agreement, provided by Contractor in accordance with the Statement of Work and the Service Level Agreement, with all Attachments and Schedules thereto.

1.3.79 SOLUTION

The term “Solution” shall mean the combination of the software, hardware, equipment and tools which comprise the Solution Environment, provided by Contractor to County to meet the Solutions Requirements in the Agreement.

1.3.80 SOLUTION AVAILABILITY

The term “Solution Availability” shall mean, during a particular calendar month wherein the Solution is not experiencing Scheduled or Unscheduled Downtime, as described in Exhibit C (Service Level Agreement).

1.3.81 SOLUTION ENVIRONMENT

The term “Solution Environment” shall mean the architectural and operational environment for the Solution provided by Contractor as part of the Solution, and related Documentation, and includes the Livescan Equipment, Production Environment, Test Environment, and Client Environment.

1.3.82 SOLUTION HARDWARE

The term “Solution Hardware” shall mean all System Hardware and Livescan Equipment that is part of the Solution provided by Contractor pursuant to the Agreement, and related Documentation all of which are provided, maintained and/or supported by Contractor under the Agreement.

1.3.83 SOLUTION IMPLEMENTATION

The term “Solution Implementation” shall mean and refer to all goods and services for implementing the Solution, including but not limited to Solution Environment setup, installation of the Livescan Equipment and System Hardware, Licenses for Solution Software, installation of Solution Software, Solution Migration and Data Conversion, Acceptance Tests,

training and any other Work to be provided by Contractor as part of the Solution Implementation pursuant to Exhibit A (Statement of Work) in order to meet the requirements of this Agreement, up to and including Final Acceptance.

1.3.84 SOLUTION MIGRATION

The term “solution migration” shall mean and refer to tasks and deliverables associated with the migration from the county’s existing systems to the solution, as further specified in exhibit a (statement of work).

1.3.85 SOLUTION PERFORMANCE REQUIREMENTS

The “Solution Performance Requirements” are listed in Schedule C.4 (Solution Performance Requirements) of Exhibit C (Service Level Agreement).

1.3.86 SOLUTION REQUIREMENTS; REQUIREMENTS

The “Solution Requirements” or “Requirements” are listed in Attachment A.2 (Solution Requirements) of Exhibit A (Statement of Work).

1.3.87 SOLUTION SOFTWARE

The term “Solution Software” shall mean all System Software and Livescan Equipment firmware/software that is part of the Solution provided by Contractor pursuant to the Agreement, and related Documentation, including Application Software and Operating Software.

1.3.88 STATE

The term “State” means the State of California.

1.3.89 STATEMENT OF WORK; SOW

The terms “Statement of Work” and “SOW” shall mean the Work to be provided by Contractor pursuant to this Agreement, including Exhibit A (Statement of Work) with all Attachments thereto, which may be identified in terms of Tasks, Subtasks and Deliverables.

1.3.90 SYSTEM

The term “System” shall mean the hardware, software and data comprising the Solution other than the Livescan Equipment, including but not limited to the System Hardware, System Software and System data, provided by Contractor or County in accordance with the terms of this Agreement.

1.3.91 SYSTEM HARDWARE

The term “System Hardware” shall mean all desktop computer workstations, computer servers, networking equipment, connectivity hardware, and storage racks as applicable, and related Documentation, provided by Contractor or County for the Solution.

1.3.92 SYSTEM SOFTWARE

The term “System Software” shall mean all Application Software and Operating Software, and related Documentation, provided by Contractor to County as part of the Solution and residing in the Solution Environment, and does not include the Livescan Equipment firmware/software.

1.3.93 TASK; TASK; SUBTASK; SUBTASK

The terms “Task”, “task”, “Subtask” and “subtask” shall mean one of the areas of work to be performed under this Agreement, including those that may be identified as numbered Tasks and Subtasks in Exhibit A (Statement of Work).

1.3.94 TERM

The term “Term” shall have the meaning as defined in Paragraph 7.

1.3.95 TEST ENVIRONMENT

The term “Test Environment” shall mean that component of the Solution Environment set up by Contractor as part of Solution Implementation services pursuant to Exhibit A (Statement of Work) for non-Production Use of the Solution, including software development, installation, testing of software and Interfaces, and training.

1.3.96 THIRD-PARTY SOFTWARE

The term “Third-Party Software” shall mean any software of third parties that may be provided, maintained and/or supported by Contractor under the Agreement as part of the Solution, including Application Software and Operating Software provided by third parties.

1.3.97 TRANSITION SERVICES

The term “Transition Services” shall have the meaning specified in Paragraph 24.2 (Termination Transition Services).

1.3.98 UNSCHEDULED DOWNTIME

The term “Unscheduled Downtime” shall mean the period during which a Solution component cannot be accessed due to a Deficiency, as further specified in the Statement of Work and/or the Service Level Agreement.

1.3.99 USER

The term “User” shall mean any person authorized by County or applicable Participating Agency to access or use the Solution in accordance with this Agreement.

1.3.100 VERSION RELEASE

The term “Version Release” shall mean Contractor’s Application Software major version upgrade which may contain new software functionalities and features and/or system compatibilities.

1.3.101 WARRANTY PERIOD

The term “Warranty Period” shall have the meaning described in Exhibit A (Statement of Work), Paragraph 1.5.16 (Solution Warranty Period).

1.3.102 WORK

The term “Work” shall mean any and all tasks, subtasks, deliverables, goods, services and other work provided, or to be provided, by or on behalf of Contractor pursuant to this Agreement, including Solution components, Solution Implementation services, OM&S Services, and Optional Work.

1.3.103 WORK ORDER

The term “Work Order” shall mean and refer to any agreed upon work order for provision by Contractor of Optional Work under the Agreement, as further specified in Paragraph 5.1.4 (Optional Works).

1.3.104 WORK PRODUCT

The term “Work Product” shall mean any intellectual property, including concepts, ideas, methods, methodologies, procedures, processes, know-hows, techniques, inventions, analysis frameworks, software, models, Documentation, templates, user interfaces and screen designs, utilities, routines and tools, that was developed by Contractor prior to performance or independent of this Agreement, as further specified in Paragraph 10.1.4 (Work Product).

2. ADMINISTRATION OF AGREEMENT – COUNTY

2.1 COUNTY ADMINISTRATION

All persons administering this Agreement on behalf of County including County’s Project Director and Project Manager, are listed in Exhibit E (County Administration). Unless otherwise specified, reference to each of the persons listed in such Exhibit E (County Administration) shall also include his/her designee. County will notify Contractor in writing of any change to the names and/or addresses in County Administration.

No member of County Administration is authorized to make any changes in any of the terms and conditions of this Agreement other than those specifically authorized under Paragraph 4 (Changes to Agreement).

2.1.1 COUNTY’S PROJECT DIRECTOR

County’s Project Director will be responsible for ensuring that the objectives of this Agreement are met. County’s Project Director will have the right at all times to inspect any and all Work provided by or on behalf of Contractor. Unless specified otherwise, County’s Project Director shall also include a designee.

2.1.2 COUNTY’S PROJECT MANAGER

County’s Project Manager will be responsible for ensuring that the technical, business and operational standards and requirements of this Agreement are met. County’s Project Manager will interface with Contractor’s Project Manager on a regular basis. County’s Project Manager will report to County’s Project Director regarding Contractor’s performance with respect to technical, business and operational standards and requirements of the Agreement. Unless specified otherwise, County’s Project Manager shall be the designee of County’s Project Director.

2.2 COUNTY PERSONNEL

All County personnel, and by extension all Participating Agency personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such personnel are assigned only for the convenience of County. Contractor hereby represents that its price, Project Schedule, Project Plan and performance hereunder are based solely on the work of Contractor’s personnel, except as may otherwise be expressly provided in this Agreement.

3. ADMINISTRATION OF AGREEMENT – CONTRACTOR

3.1 CONTRACTOR ADMINISTRATION

All persons administering this Agreement on behalf of Contractor, including Contractor’s Project Director and Project Manager, are listed in Exhibit F (Contractor Administration). All staff employed by and/or on behalf of Contractor, including the persons listed in such Exhibit F (Contractor Administration), shall be adults who are fully fluent in both spoken and written English. Contractor shall notify County in writing of any change to the names and/or addresses of Contractor Administration.

3.1.1 CONTRACTOR’S PROJECT DIRECTOR

Contractor’s Project Director shall be responsible for Contractor’s performance of all Work and ensuring Contractor’s compliance with this Agreement. Contractor’s Project Director shall meet and confer with County’s Project Director on a regular basis as required by County and specified in the Statement of Work regarding the overall scope of the project. Such meetings shall be conducted in person or via teleconference at a time and place as agreed to by County’s Project Director and Contractor’s Project Director.

3.1.2 CONTRACTOR’S PROJECT MANAGER

Contractor’s Project Manager shall be responsible for Contractor’s day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in Paragraph 3.4 (Reports by Contractor). Contractor’s Project Manager shall interface with County’s Project Manager on a regular basis and shall be available during Business Days between the hours of 8:00 a.m. and 5:00 p.m. Pacific Time, or as otherwise required by County and this Agreement, for telephone contact and/or to meet with County personnel regarding the operation of this Agreement, as required by County’s Project Director. Contractor’s Project Manager shall meet and confer with County’s Project Director on a regular basis, at least weekly or as otherwise required by County, to review project progress and to discuss project coordination. Such meetings shall be conducted in person or via teleconference at a time and place as agreed to by County’s Project Manager and Contractor’s Project Manager.

3.2 APPROVAL OF CONTRACTOR’S STAFF

3.2.1 In fulfillment of its responsibilities under this Agreement, Contractor shall utilize, and permit utilization of, only staff fully trained and experienced, and as appropriate, licensed or certified in the technology, trades, tasks and subtasks required by this Agreement. Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.

3.2.2 County shall have the right to approve or disapprove each member, or proposed member, of the Contractor’s Key Staff prior to and during their performance of any Work hereunder, as well as so approving or disapproving any proposed deletions from or other changes in such Contractor’s Key Staff. County’s Project Manager, in his/her reasonable discretion, may require replacement of any member of the Contractor’s Key Staff, including Contractor’s Project Director and Project Manager, performing, or offering to perform Work hereunder. Contractor shall provide County with a resume of each such proposed initial Contractor’s Key Staff member and a proposed substitute and, upon County’s request, an opportunity to interview such person prior to his/her performance of any Work hereunder. Contractor shall have thirty (30) days from the date of County’s written request to replace such staff.

- 3.2.3 In addition, Contractor shall provide to County’s Project Director an executed Confidentiality and Assignment Agreement (Exhibit G) for each member of the Contractor’s Key Staff performing Work under this Agreement on or immediately after the Effective Date, but in no event later than the date such member of the Contractor’s Key Staff first performs Work under this Agreement.
- 3.2.4 Contractor’s Key Staff providing on-site services at the Participating Agencies shall adhere to the business attire guidelines in Attachment A.6 (Business Attire Guidelines)
- 3.2.5 Contractor shall, to the maximum extent possible, take all necessary steps to ensure continuity over time of the membership of the group constituting the Contractor’s Key Staff. Contractor shall promptly fill any Contractor’s Key Staff vacancy with personnel having qualifications at least equivalent to those of the Contractor’s Key Staff member(s) being replaced.
- 3.2.6 In the event Contractor should ever need to remove any member of the Contractor’s Key Staff from performing Work under this Agreement, Contractor shall provide County with notice at least fifteen (15) days in advance, except in circumstances in which such notice is not possible, and shall work with County on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity. Should County be dissatisfied with any member of the Contractor’s Key Staff during the term of the Agreement, Contractor shall replace such person with another to County’s satisfaction.
- 3.2.7 Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.

3.3 BACKGROUND AND SECURITY INVESTIGATIONS

- 3.3.1 All Contractor staff performing Work under this Agreement shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing Work under this Agreement. All fees (i.e., travel) associated with obtaining the background information shall be borne by Contractor, regardless of whether Contractor’s staff passes or fails the background clearance investigation.
- 3.3.2 County may immediately, in its sole discretion, deny or terminate facility access to any Contractor’s staff, including subcontractor staff, who do not pass such background investigation(s) to the satisfaction of County and/or whose background or conduct is incompatible with County’s facility access.
- 3.3.3 Disqualification, if any, of Contractor’s staff, including subcontractor staff, pursuant to this Paragraph 3.3 shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Agreement.

3.4 REPORTS BY CONTRACTOR

In addition to any reports required elsewhere under this Agreement, including the Statement of Work, in order to control expenditures and to ensure the reporting of all Work provided by Contractor, Contractor shall provide to County’s Project Manager, as frequently as may be requested by County’s Project Manager, but in no event more frequently than weekly, written reports which shall include, at a minimum, the following information:

- (1) Period covered by the report;
- (2) Summary of project status as of reporting date;
- (3) Overview of the Work provided during the reporting period;

- (4) Progress status of each Work component scheduled for the reporting period;
- (5) Issues/problems encountered, proposed resolutions and projected completion dates for problem resolution;
- (6) Status of contractually defined deliverables, milestones and walk-throughs scheduled in the Project Schedule;
- (7) Action items and decisions from the previous meeting;
- (8) Planned activities for the next two reporting periods; and
- (9) Any other information which County may from time-to-time require.

3.5 RULES AND REGULATIONS

During the time when Contractor’s employees, subcontractors or agents are at County facilities, including Participating Agencies, such persons shall be subject to the applicable rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide Work, with such rules and regulations. In the event that County determines that an employee, subcontractor or agent of Contractor has violated any applicable rule or regulation, including business attire guidelines, County shall notify Contractor, and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor shall permanently withdraw its employee, subcontractor or agent from the provision of Work upon receipt of written notice from County that: (i) such employee, subcontractor or agent has violated such rules or regulations; or (ii) such employee’s, subcontractor’s or agent’s actions, while on County premises, indicate that the employee, subcontractor or agent may adversely affect the provision of Work. Upon removal of any employee, subcontractor or agent, Contractor shall immediately replace the employee, subcontractor or agent and shall continue uninterrupted Work hereunder.

3.6 CONTRACTOR’S STAFF IDENTIFICATION

3.6.1 Contractor, and Contractor’s staff will be issued identification badges by the Department. Contractor and Contractor’s staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body. Contractor, will be responsible for costs associated with lost or stolen identification badges.

3.6.2 Contractor shall notify County within one (1) Business Day when staff is terminated from work under this Agreement. Contractor is responsible to retrieve and immediately destroy the staff’s County-specified photo identification badge at the time of removal from Work under this Agreement.

If County requests the removal of Contractor’s staff, Contractor shall be responsible to retrieve and immediately destroy Contractor staff’s County photo identification badge at the time of removal from work under this Agreement.

4. **CHANGES TO AGREEMENT**

4.1 GENERAL

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 4. Any changes to this

Agreement, including any portion of the Work provided under the Agreement, shall be accomplished only as provided in this Paragraph 4.

4.2 CHANGE NOTICES

For any change requested by County which does not materially affect the scope of Work, term, payments or any term or condition of this Agreement, or for any change requiring expenditure of Pool Dollars, a written notice of such change (hereinafter “Change Notice”) shall be prepared by the Department and provided by County’s Project Director to Contractor for acknowledgment or execution, as applicable, prior to commencement of any Work relating to such Change Notice, including any Optional Work. Change Notices requiring the expenditure of Pool Dollars shall require approval from both County Counsel and County’s Project Director. County’s Project Director shall be authorized on behalf of the County to approve Change Notices that do not require the expenditure of Pool Dollars.

4.3 AMENDMENTS

Except as otherwise provided in this Agreement, for any change requested by County which materially affects the scope of Work, term, payments, or any term or condition included in this Agreement, an Amendment to this Agreement shall be executed by the Contractor and County Board of Supervisors.

Notwithstanding the foregoing, the Sheriff or designee is specifically authorized to issue Agreement non-renewal notices for the Option Term. Furthermore, the Sheriff is specifically authorized to prepare and execute Amendments on behalf of County to: (i) add and/or update terms and conditions as required by County’s Board of Supervisors or the Chief Executive Office; (ii) effect assignment of rights and/or delegation of duties as required under Paragraph 19.

4.4 PROJECT CONTROL DOCUMENT

Pursuant to the Paragraph 2.1 of the Statement of Work, Contractor shall deliver to County a Project Control Document (PCD), which includes a Detailed Work Plan (DWP). The DWP will be derived for all Work relating to Solution Implementation services and, to the extent necessary, for System Maintenance, as described in the Statement Work. The PCD is incorporated into this Agreement as Attachment A.5 (Project Control Document) to Exhibit A (Statement of Work).

Changes to the PCD shall be made upon mutual agreement, in writing, by County’s Project Director and Contractor’s Project Director by Change Notice or otherwise, provided that County’s Project Director’s and Contractor’s Project Director’s agreement to alter the Project Schedule PCD shall not prejudice either party’s right to claim that such alterations constitute an Amendment to this Agreement that shall be governed by the terms of Paragraph 4.3 above.

4.5 EXTENSIONS OF TIME

4.5.1 Notwithstanding any other provision of this Paragraph 4, and to the extent that extensions of time for Contractor’s performance do not impact either the scope of Work or cost of this Agreement, County’s Project Director, in his/her sole discretion, may grant Contractor extensions of time in writing for the Work listed in Attachment A.5 (Project Control Document), provided such extensions do not exceed a total of ninety (90) calendar days beyond the agreed-to Final Acceptance date for the Solution as documented in Attachment A.5 (Project Control Document).

4.5.2 In such event, and prior to granting such extension of time, County will initiate a formal Project Review pursuant to Paragraph 2.1.9. of Exhibit A (Statement of Work). In like manner, County will initiate a formal Project Review for each subsequent ninety (90) day extension thereafter. Each Project Review may result in 1) an assessment of the project’s progress to-date, 2) an assessment of the future success of the project, 3) remedial recommendations for continued Work, or 4) a recommendation for termination of the Agreement.

4.6 FACSIMILE

Except for the parties’ initial signatures to this Agreement or any Amendment, 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 any Change Notice or any Amendment prepared pursuant to this Paragraph 4 and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to any such Change Notice or an Amendment to this Agreement, such that the parties need not follow up facsimile transmissions of such documents by subsequent (non-facsimile) transmissions of “original” versions of such documents.

5. **WORK**

In exchange for County’s payment to Contractor of the applicable fees arising under the Agreement and invoiced by Contractor, Contractor shall (a) on a timely basis provide, complete, deliver and implement all Work set forth in this Agreement, including Exhibit A (Statement of Work), including but not limited to all components of the Solution, Solution Implementation, Operations, Maintenance & Support (OM&S), and any Optional Work agreed to by the parties; and (b) grant to County the License to all Software and the ownership rights to all Hardware included in the Solution, as specified in Paragraph 10 (Ownership and License). Contractor shall perform all such tasks, subtasks, deliverables, goods, services and other Work in accordance with Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement), together with all Attachments and Schedules thereto including Attachment A.5 (Project Control Document), at the applicable rates and prices specified in Exhibit B (Pricing Schedule).

5.1 SCOPE OF WORK

5.1.1 SOLUTION COMPONENTS

Contractor shall provide (i) License to all Solution Software provided hereunder, including but not limited to firmware/software embedded in the Livescan Equipment or residing on the System Hardware, Third-Party Software, Application Software and Application Modifications, and Operating Software, and (ii) ownership and other proprietary rights regarding all Solution Hardware, including but not limited to Livescan Equipment, System Hardware and Hardware Upgrades, all as necessary for the Solution to meet all Solution Requirements and the Specifications under the Agreement as such may be revised during the term of the Agreement, and in accordance with the provisions of Paragraph 10 (Ownership and License) and the Agreement.

5.1.2 IMPLEMENTATION

Contractor shall provide Solution Implementation services, including but not limited to System Environment setup, Equipment and Software installation, hosting services and

network connectivity, testing, training, Programming Modifications and any other Services through Final Acceptance of the Solution, as required for the successful implementation of the Solution and specified in the Statement of Work and elsewhere in the Agreement.

5.1.3 OPERATIONS, MAINTENANCE & SUPPORT

Contractor shall provide to County and the Participating Agencies, Operations, Maintenance & Support Services in accordance with, this Agreement, including Exhibit C (Service Level Agreement) and Exhibit A (Statement of Work) with any Schedules and Attachments thereto. Operations, Maintenance & Support obligations shall commence upon the Go-Live of each Phase of Solution Implementation and shall continue through the Maintenance Period of each Phase, through Final Acceptance of the Solution and until the termination or expiration of this Agreement.

5.1.4 OPTIONAL WORK

Upon County’s written request and execution of an Amendment or Change Notice, as applicable, pursuant to the terms of this Agreement, Contractor shall provide Optional Work, including Programming Modifications, Additional Products and Professional Services in accordance with this Paragraph and the Statement of Work. Optional Work may be performed by Contractor at the applicable pricing terms set forth in Exhibit B (Pricing Schedule), or at no additional cost to County as part of Solution Implementation or OM&S. Programming Modifications and Additional Products shall only include those products and services relating to the requirements not reflected on the Effective Date in the Specifications, including Solution Requirements, as determined by County’s Project Director or designee.

Upon County’s request and Contractor’s agreement to provide the Optional Work, Contractor shall provide to County within ten (10) Business Days of such request, or such longer period as agreed to by the parties, a proposed Work Order including, if necessary, any supporting documentation, and a quote for a Maximum Fixed Price calculated in accordance with the applicable pricing terms set forth in Exhibit B (Pricing Schedule). Contractor’s quotation shall be valid for at least ninety (90) days from submission. Contractor shall commence the Optional Work following agreement by the parties, utilizing a Change Notice or Amendment, as applicable with respect to such Scope of Work and the Maximum Fixed Price. Upon completion by Contractor, and approval by County in accordance with the terms of this Agreement, of Optional Work, Schedule B.1 (Optional Work Schedule) shall be updated accordingly to add the items of such completed and approved Optional Work.

Upon completion by Contractor and approval by County of Optional Work, (i) any Programming Modifications and/or Additional Products provided by Contractor in the form of Optional Work shall become part of and be incorporated into the Solution; (ii) additional Hardware shall become part of and be incorporated into the Hardware that is part of the Solution Environment; and (iii) Solution Requirements and Specifications shall be updated to include the new and/or updated requirements and specifications as a result of such Optional Work.

5.2 TESTING OF WORK

Contractor shall conduct all appropriate testing of the Solution before providing any Work hereunder, including Optional Work, to ensure the Solution’s continued compliance with all Solution Requirements set forth in the Agreement, that the Solution is free of any material Deficiencies and that the Optional Work meets the requirements of the applicable Work

Order. Such Solution tests shall test, among others, the Solution’s functionality, integration and interfacing, volume endurance, System performance, and user acceptance.

5.3 INTEGRATION/INTERFACING

From time to time, Contractor may be responsible for developing and incorporating into the Solution, Application Modifications, including Programming Modifications and Additional Software, in the form of Optional Work. If such Application Modifications are to be integrated and/or interfaced with other software, equipment and/or systems provided by Contractor or at the direction of Contractor, the Application Modifications shall not be deemed accepted by County until the Application Modifications and such other systems have been successfully integrated and interfaced, as applicable, and accepted by County in accordance with the terms of this Agreement. For example, if Contractor is to provide a Solution consisting of multiple modules or that includes enhancements to the Solution as part of the Optional Work, County’s acceptance of the Solution, any individual module or enhancement shall not be final until County accepts all of the Application Modifications and modules or enhancements integrated and interfaced together as a complete Solution, including the operation of the Solution on all equipment required for its use in conformance with the terms of this Agreement. Contractor shall not obtain any ownership interest in any other systems merely because they were interfaced, integrated or used with the Solution.

5.4 APPROVAL OF WORK

All Tasks, Subtasks, Deliverables, and other Work provided by Contractor under this Agreement must have County’s written approval by County’s Project Director or designee. In no event shall County be liable or responsible for any payment prior to such written approval. Furthermore, County reserves the right to reject any Work not approved by County.

If Contractor provides any tasks, subtasks, deliverables, goods, services or other work to County other than those specified in this Agreement, or if Contractor provides such items requiring County’s prior written approval without first having obtained such written approval, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County therefor.

5.5 NO OFFSHORE WORK

Contractor warrants (i) that all Services shall be performed and rendered within and from within the United States, and (ii) that Contractor shall not transmit or make available any of County’s Confidential Information, County’s intellectual property or any County property, including County Materials, to any entity or individual outside the continental United States.

Specifically, no Programming Modifications for County, including Customizations, Configurations and Interfaces, may be developed or provided by personnel on behalf of Contractor outside or from outside the United States. Contractor may perform services relating to standard product development or revisions, as long as such services are provided without, or do not require, access to County’s Confidential Information, County’s intellectual property or any County property including County Materials, outside or from outside the United States.

6. **PROJECT PLANNING**

6.1.1 Contractor shall implement the Solution in accordance with the Detailed Work Plan set forth in Attachment A.5 (Project Control Document) developed and delivered pursuant to Paragraph

2.1.8 (Detailed Work Plan) of Appendix A(Statement of Work). The Detailed Work Plan shall, at a minimum, include the following items:

- (1) Deliverable Number;
- (2) Description;
- (3) Due date;
- (4) Milestone achieved;
- (5) Associated or Dependent Deliverable; and
- (6) Any other items reasonably required by County under this Agreement.

6.2 DELIVERABLE MILESTONES

Attachment A.5 (Project Control Document) shall specify certain critical Deliverables as “milestones”, as determined by County. A milestone shall be deemed completed for purposes of this Paragraph 6.2 on the earliest date that all of the tasks, subtasks, deliverables, goods, services and other Work required for completion of such milestone are completed and delivered to County, and thereafter approved in writing by County pursuant to Paragraph 5.4 (Approval of Work). The determination of whether a Deliverable milestone has been completed, and the date upon which such Deliverable was approved, shall be made by County’s Project Director as soon as practicable in accordance with Paragraph 5.4 (Approval of Work) after County is informed by Contractor that such Deliverable has been completed, and is given all the necessary information, data and documentation to verify such completion. Approval of Deliverables will not be unreasonably withheld or delayed by County. County will use reasonable efforts to provide the necessary assistance to Contractor for Contractor to meet the due dates specified in the Project Schedule.

7. **TERM**

7.1.1 The term of this Agreement shall commence upon the Effective Date, and shall expire six (6) years following Final Acceptance unless sooner terminated or extended, in whole or in part, as provided in this Agreement (hereinafter “Initial Term”).

7.1.2 At the end of the Initial Term, County may, at its sole option, extend the term of this Agreement for four (4) one (1) year periods (hereinafter “Option Term”), subject to, among others, County’s right to terminate earlier for convenience, non-appropriation of funds, default of Contractor, substandard performance of Contractor, non-responsibility of Contractor and any other term or condition of the Agreement providing for early termination of the Agreement by County. County shall be deemed to have exercised its extension option automatically, without further act, unless, no later than thirty (30) days prior to the expiration of the Initial Term, County notifies Contractor in writing that it elects not to extend the Agreement pursuant to this Paragraph 7. If County elects not to exercise its option to extend at the end of the Initial Term, the Agreement shall expire.

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 the Agreement term extension option.

7.1.3 As used throughout this Agreement, the word “term” when referring to the term of the Agreement shall include the Initial Term and the Option Term, to the extent County exercise its extension option pursuant to this Paragraph 7 (Term).

7.2 NOTICE OF EXPIRATION

Contractor shall notify County when this Agreement is within six (6) months from the expiration of the term. Upon occurrence of this event, Contractor shall send written notification to County’s Project Director at the address set forth in Exhibit E (County Administration).

8. CONTRACT SUM

8.1 MAXIMUM CONTRACT SUM

The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, deliverables, goods, services and other Work required or requested by County under this Agreement. All Work completed by Contractor must be approved in writing by County in accordance with Paragraph 5.4 (Approval of Work). If County does not approve any Work in writing, no payment shall be due Contractor for that Work. The Contract Sum, including all applicable taxes, authorized by County hereunder shall not exceed [REDACTED] Dollars (\$XXX,XXX), as further detailed in Exhibit B (Pricing Schedule), unless the Contract Sum is modified pursuant to a duly approved Amendment to this Agreement by County’s and Contractor’s authorized representative(s) pursuant to Paragraph 4 (Changes to Agreement). The Contract Sum under this Agreement shall provide for all authorized payments County may make to Contractor for any and all Work provided by Contractor under the Agreement, including all Solution components, Solution Implementation services, OM&S and any Optional Work.

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Contract Sum, including the Pool Dollars expenditures, authorized for under this Agreement. Upon occurrence of this event, Contractor shall provide written notification to County’s Project Director at the address set forth in Exhibit E (County Administration).

8.2 SOLUTION IMPLEMENTATION

8.2.1 COST OF SOLUTION IMPLEMENTATION

County will reimburse Contractor for the cost of Solution Implementation, which shall include, but not be limited to, all goods and services for implementing the Solution, e.g. Solution Environment setup, installation of the Livescan Equipment and System Hardware, Licenses for the Solution Software, installation of Solution Software, Solution Migration and Data Conversion, Acceptance Tests, training and any other Work provided by Contractor hereunder. All payments by County to Contractor for Solution Implementation shall be divided among the Deliverables as set forth in Exhibit B (Pricing Schedule).

8.2.2 CREDITS TO COUNTY

Contractor agrees that delayed performance by Contractor will cause damages to County, which are uncertain and would be impracticable or extremely difficult to ascertain in advance. Contractor further agrees that, in conformity with California Civil Code Section 1671, Contractor shall be liable to County for liquidated damages in the form of credits, as specified in this Paragraph 8.2.2, as a fair and reasonable estimate of such damages. Any amount of such damages is not and shall not be construed as penalties and, when assessed, will be deducted from County’s payment that is due.

County shall be entitled to receive credit against any or all amounts due to Contractor under this Agreement or otherwise, in the total amount of Five Hundred Dollars (\$500) for each day after the due date for each and every occasion upon which a payable Deliverable identified in Attachment A.5 (Project Control Document) as a “milestone” has not been completed by Contractor within fifteen (15) days after the due date. Notwithstanding the foregoing, County shall not demand any credit for Contractor’s delays which are a result of delays caused by acts or omissions of County, nor for any delays regardless of cause that may otherwise be approved in writing by County’s Project Director or designee in his/her sole discretion. All of the foregoing credits shall apply separately, and cumulatively, to each milestone in the Project Schedule. A determination whether County shall assess credits due pursuant to this Paragraph 8.2.2 shall be made by County’s Project Director in his/her sole discretion.

A Deliverable shall be deemed completed for purposes of this Paragraph 8.2.2 and Paragraph 8.2.3 (Termination) on the earliest date that all of the tasks, subtasks, deliverables, goods, services and other Work required for the completion of such Deliverable are completed and delivered to County, provided that all of such tasks, subtasks, deliverables, goods, services and other Work required for the completion of such Deliverable are thereafter approved in writing by County pursuant to Paragraph 5.4 (Approval of Work) without prior rejection by County or significant delay in County’s approval thereof, which delay is the result of Contractor’s failure to deliver such tasks, subtasks, deliverables, goods, services and other Work in accordance with the terms hereof. For purposes of this Paragraph 8.2.2 and Paragraph 8.2.3 (Termination), the determination of whether a Deliverable has been so completed and is so approved, and of the date upon which such Deliverable was completed, shall be made by County’s Project Director or designee as soon as practicable after County is informed by Contractor that such Deliverable has been completed and is given all the necessary information, data and documentation to verify such completion.

8.2.3 TERMINATION

In addition to any other remedies available to County under the Agreement, if any Deliverable identified as a milestone is not completed within thirty (30) days after the applicable due date set forth in the Project Schedule and thereafter is not approved in writing by County pursuant to Paragraph 5.4 (Approval of Work), other than as a result of delays caused solely by acts or omissions of County, and unless County’s Project Director and Contractor’s Project Director have otherwise agreed in writing prior to such date scheduled for completion to extend such due date, then County may, upon notice to Contractor, terminate this Agreement for default in accordance with Paragraph 20 (Termination for Default) or for convenience in accordance with Paragraph 21 (Termination for Convenience), as determined in the sole discretion of County.

8.3 OPERATIONS, MAINTENANCE & SUPPORT

County will pay Contractor Service Fees for provision by Contractor to County of OM&S Services, including for provision of Operations Services, Maintenance Services and Support Services, commencing upon Final Acceptance, as provided in Exhibit B (Pricing Schedule). Service Fees, including all components thereof, shall not exceed the amounts specified in such Exhibit B (Pricing Schedule).

8.4 OPTIONAL WORK

Upon County’s request for Optional Work and mutual agreement, Contractor shall provide to County Optional Work using Pool Dollars in accordance with the agreed upon Maximum Fixed Priced and the Scope of Work, as specified in Paragraph 5.1.4 (Optional Work). Contractor’s rates for Optional Work shall be subject to the applicable pricing terms set forth in Exhibit B (Pricing Schedule) for the term of this Agreement. Any Optional Work provided by Contractor shall not cause an increase in the Service Fees under this Agreement. Absent an Amendment in accordance with Paragraph 4 (Changes to Agreement), the Pool Dollars are the aggregate amount available during the term of this Agreement for Optional Work.

8.5 NON-APPROPRIATION OF FUNDS

County’s obligation may be limited if it is payable only and solely from funds appropriated for the purpose of this Agreement. 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 County shall, at its sole discretion, either (i) terminate this Agreement as of June 30 of the last fiscal year for which funds were appropriated or (ii) reduce the Work provided hereunder in accordance with the funds appropriated, as mutually agreed to by the parties. County will notify Contractor in writing of any such non-appropriation of funds at its election at the earliest possible date.

8.6 COUNTY’S OBLIGATION FOR FUTURE FISCAL YEARS

In the event that County’s Board of Supervisors adopts, in any fiscal year, a County Budget which provides for the reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Agreement 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 such reduction in payment obligations shall be provided within thirty (30) calendar days of the Board of Supervisors’ approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the Work set forth in this Agreement.

9. **INVOICES AND PAYMENTS**

9.1 INVOICES

Contractor shall invoice County in accordance with Exhibit B (Pricing Schedule): (i) for Solution Implementation, broken down by Deliverables, payable following completion by Contractor and approval by County of each such Deliverable; (ii) for OM&S, the annual fee to be paid in advance for Service fees commencing upon Final Acceptance; and (iii) for Optional Work, the actual price expended by Contractor for such Optional Work using Pool Dollars, which shall not exceed the Maximum Fixed Price quoted for such Optional Work, following Contractor’s completion and County’s written approval of the Optional Work by a Change Notice or an Amendment, as applicable.

9.1.1 SUBMISSION OF INVOICES

Contractor’s invoice shall include the charges owed to Contractor by County under the terms of this Agreement as provided in Exhibit B (Pricing Schedule). All invoices and supporting documents under this Agreement shall be submitted to the person designated in Exhibit E (County Administration) as County’s Project Manager at the address specified in such Exhibit E (County Administration).

9.1.2 INVOICE DETAILS

Each invoice submitted by Contractor shall indicate, at a minimum:

- (1) Agreement Name and Number;
- (2) The tasks, subtasks, deliverables, goods, services or other Work for which payment is claimed, including Solution Implementation Deliverables, OM&S Services and any Optional Work;
- (3) The price of such tasks, subtasks, deliverables, goods, services or other Work calculated based on the pricing terms set forth in Exhibit B (Pricing Schedule) or the Work Order including the Maximum Fixed Price, as applicable.
- (4) If applicable, the date of written approval of the tasks, subtasks, deliverables, goods, services or other Work by County’s Project Director or designee;
- (5) Indication of any applicable withhold or Holdback amounts for payments claimed or reversals thereof;
- (6) Indication of any applicable credits due County under the terms of this Agreement or reversals thereof;
- (7) If applicable, a copy of any required Acceptance Certificates signed by County’s Project Director and/or County’s Project Manager; and
- (8) Any other information required by County’s Project Director or designee.

9.1.3 APPROVAL OF INVOICES

All invoices submitted by Contractor to County for payment shall have County’s written approval as provided in this Paragraph 9.1, which approval shall not be unreasonably withheld. In no event shall County be liable or responsible for any payment prior to such written approval.

9.1.4 INVOICE DISCREPANCIES

County’s Project Director will review each invoice for any discrepancies and will, within thirty (30) days of receipt thereof, notify Contractor in writing of any discrepancies found upon such review and submit a list of disputed charges. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within thirty (30) days of receipt of County’s notice of discrepancies and disputed charges. If County’s Project Director or designee does not receive a written explanation for the charges within such thirty (30) day period, Contractor shall be deemed to have waived its right to justify the original invoice amount, and County, in its sole discretion, shall determine the amount due, if any, to Contractor and pay such amount in satisfaction of the disputed invoice, subject to the Dispute Resolution Procedure set forth in this Agreement.

All County correspondence relating to invoice discrepancies shall be sent by email, followed by hard copy, directly to County’s Project Manager with a copy to County’s Project Director at the addresses specified in Exhibit E (County Administration).

9.2 DELIVERY OF SYSTEM SOFTWARE

It is in the intent of the parties that if any System Software or Documentation provided by Contractor under this Agreement, including any product of OM&S Services and any Optional Work, is delivered to County, such System Software and Documentation shall be delivered (i) in an electronic format (e.g., via electronic mail or internet download) or (ii) personally by Contractor staff who shall load such System Software and Documentation onto County’s hardware, but who will retain possession of all originals and copies of such tangible media (e.g., CD-ROM, magnetic tape, printed manuals) used to deliver the System Software and Documentation to County.

Any System Software and Documentation that is provided or delivered by Contractor to County in a tangible format shall be F.O.B. Destination. The Contract Sum shown in Paragraph 8.1 (Maximum Contract Sum) includes all amounts necessary for County to reimburse Contractor for all transportation and related insurance charges, if any, on System Software Components and Documentation procured by County from Contractor pursuant to this Agreement. All transportation and related insurance charges, if any, shall be paid directly by Contractor to the applicable carrier. Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all such transportation and related insurance charges.

9.3 SALES/USE TAX

The Contract Sum shown in Paragraph 8 (Contract Sum) shall be deemed to include all amounts necessary for County to reimburse Contractor for all applicable California and other state and local sales/use taxes on all Solution components and other Work provided by Contractor to County pursuant to or otherwise due as a result of this Agreement, including, but not limited to, any product of Solution Implementation, OM&S Services and any Optional Work, to the extent applicable. All California sales/use taxes shall be paid directly by Contractor to the State or other taxing authority.

Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all such California and other state and local sales/use taxes. Further, Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, all applicable California and other state and local sales/use tax on all other items provided by Contractor pursuant to this Agreement and shall pay such tax directly to the State or other taxing authority. In addition, Contractor shall be solely responsible for all taxes based on Contractor’s income or gross revenue, or personal property taxes levied or assessed on Contractor’s personal property to which County does not hold title.

9.4 PAYMENTS

Provided that Contractor is not in default under any provision of this Agreement, County will pay all invoice amounts to Contractor within thirty (30) days of receipt of invoices that have not been disputed in accordance with Paragraph 9.1.4 (Invoice Discrepancies) above. County’s failure to pay within the thirty (30) day period, however, shall not be deemed as automatic invoice approval or Acceptance by County of any deliverable for which payment is

sought, nor shall it entitle Contractor to impose an interest or other penalty on any late payment.

9.5 COUNTY’S RIGHT TO WITHHOLD PAYMENT

Notwithstanding any other provision of this Agreement, and in addition to any rights of County given by law or provided in this Agreement, County may upon written notice to Contractor withhold payment for any deliverable while Contractor, with no fault of County, is in default hereunder or default related to Work.

9.6 HOLDBACK

9.6.1 County shall withhold an amount equal to ten percent (10%) of each Deliverable invoice submitted by Contractor under the Agreement (Holdback) and approved by County pursuant to Paragraph 5.4 (Approval of Work), for all Work including Solution Implementation and Optional Work, as further specified in Exhibit B (Pricing Schedule) as may be amended from time to time.

9.6.2 The cumulative amount of such Holdbacks shall be due and payable to Contractor upon Final Acceptance, subject to adjustment for any amounts arising under this Agreement owed to County by Contractor, including, but not limited to, any amounts arising from Paragraphs 9.1.4 (Invoice Discrepancies), 9.5 (County’s Right to Withhold Payment) and any partial termination of any Task, Subtask or Deliverable set forth in the Statement of Work as provided herein.

10. OWNERSHIP AND LICENSE

10.1 SOLUTION OWNERSHIP

10.1.1 SOLUTION ENVIRONMENT

Contractor acknowledges that County or the rightful owner owns all Solution Environment components, including Livescan Equipment, Solution Hardware, and all software provided by County; while Contractor or the rightful owner shall retain ownership of all Solution Environment components provided by Contractor, as further specified in Attachment A.8 (Solution Configuration).

10.1.2 APPLICATION SOFTWARE

All Application Software provided by Contractor to County pursuant to this Agreement, including Licensed Software and Application Modifications, and related Documentation, is and shall remain the property of Contractor or any rightful third party owner, with which all proprietary rights shall reside and which shall be subject to the terms of the License granted pursuant to Paragraph 10.2 (License) below.

10.1.3 SOLUTION DATA

All Solution data that is provided or made accessible by County to Contractor, is generated by the Solution or is the product of the Solution provided by Contractor hereunder is and shall remain the property of County.

10.1.4 WORK PRODUCT

Contractor or the rightful owner shall remain the sole owner of Contractor’s Application Software and all derivative works therein (hereinafter collectively “Work Product”). Work Product does not include any County Materials whether previously owned by County or designed or developed by Contractor for County.

10.2 LICENSE

10.2.1 LICENSE GRANT

Subject to the provisions of Paragraph 10.1 (Solution Ownership), Contractor hereby grants to County a perpetual, irrevocable, non-exclusive license to use the System Software and Work Product, including any related Documentation (hereinafter “License”), by all Users in accordance with the scope set forth in Paragraph 10.2.3 (Scope of License) and subject to the restrictions set forth in Paragraph 10.2.4 (License Restrictions) for the period specified in Paragraph 10.2.2 (License Term). Notwithstanding the foregoing, upon mutual agreement of the parties, County may obtain its own license for any Third-Party Software that may be provided by Contractor as part of the System Environment, the term and scope of which shall be subject to the terms of County’s agreement with the provider of such Third-Party Software.

10.2.2 LICENSE TERM

The License granted under this Agreement shall commence upon the earlier of County's access of any Solution Software component or the Effective Date and shall continue in perpetuity and without regard to the end of the term of this Agreement, unless otherwise specified herein.

10.2.3 SCOPE OF LICENSE

The License granted by Contractor under this Agreement provides County and Participating Agencies with the following rights:

- (1) To use, access, install, integrate with other software, operate and execute the Solution Software in the System Environment on an unlimited number of computers, servers, mobile devices, work stations, local area networks and wide area networks, including web connections, by an unlimited number of Users in the conduct of the business of County or any Participating Agency as provided in the Agreement;
- (2) To use, modify, copy and display the Documentation, including but not limited to the Solution and User manuals and any other specifications or documentation provided or made accessible by Contractor to County and Participating Agencies, as necessary or appropriate for County and Participating Agencies to enjoy and exercise fully the rights granted under this Agreement and the License granted hereunder;
- (3) To permit third party access to any Solution components and Documentation, including Solution Software, or any part thereof, as necessary or appropriate for County to enjoy and exercise fully the rights granted under this Agreement and the License, including for the provision of OM&S Services including Software Updates, Application Modifications, Professional Services and other business use or support of the Solution Software as contemplated by this Agreement; provided, however, without limiting County’s and Participating Agencies’ rights under this Paragraph 10.2.4(4), County covenants and agrees that it shall not exercise any of the rights contained in this Paragraph 10.2.4(4) unless and until the occurrence of any one of the Release Conditions; and
- (4) Pursuant to Paragraph 52 (Assignment by County), to reproduce and use a reasonable number of copies of the Solution Software provided by Contractor: (i) by County, Participating Agencies and permitted assignees, for archive and backup purposes; and (ii) by County and Participating Agencies, for use by permitted assignees so long as all copies of the Solution Software contain the proprietary notices appearing on the copies

initially furnished to County by Contractor.

10.2.4 LICENSE RESTRICTIONS

County acknowledges and agrees (i) that the System Software provided by Contractor to County under the Agreement, including related Documentation, is the confidential and copyrighted property of Contractor, or its licensors, and all rights therein not expressly granted to County are reserved to Contractor, or its licensors, as applicable; and (ii) that Contractor, or its licensors, shall retain all proprietary rights in and to the foregoing. Subsequently, the License to the System Software provided by Contractor hereunder is limited by the restrictions set forth in this Paragraph 10.2.4. Accordingly, County will not:

- (1) Reverse engineer, disassemble or decompile the Application Software provided by Contractor;
- (2) Transfer, sublicense, rent, lease, convey or assign (unless resulting from an Agreement assignment under Paragraph 52 (Assignment by County)) the System Software provided by Contractor;
- (3) Copy or reproduce the System Software provided by Contractor in any way except as reasonably necessary for backup, archival or business continuity purposes and as specified in Paragraph 10.2.3(3) (Scope of License);
- (4) Use the System Software provided by Contractor on a timesharing, service bureau, subscription service or rental basis for any third party; or
- (5) Remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on, or during the use of, the System Software provided by Contractor.

11. **SYSTEM ACCEPTANCE**

11.1 ACCEPTANCE TESTS

Contractor, with County's assistance where applicable, shall conduct all Acceptance Tests specified in the Statement of Work to ensure the Solution's compliance with the requirements set forth in the Agreement, including but not limited to Exhibit A (Statement of Work), Attachment A.2 (Solution Requirements) and Exhibit C (Service Level Agreement) including all Schedules and Attachments thereto. Such Acceptance Tests shall test, among others, the System's functionality, integration and interfacing, volume endurance and user acceptance. An Acceptance Test shall be completed and ready for payment when Contractor provides to County results of a successful completion of such Acceptance Test and County approves the Acceptance Test in writing.

11.2 PRODUCTION USE

The Solution shall achieve Go-Live for a Project Phase and shall be ready for Production Use when County's Project Director, or his/her designee, approves in writing all Acceptance Tests under Exhibit A (Statement of Work) leading to such Go-Live. Contractor's obligations to provide OM&S, as specified in the Agreement, shall commence upon Go-Live for each Phase.

11.3 FINAL ACCEPTANCE

The Solution shall achieve Final Acceptance when County's Project Director, or his/her designee, approves in writing the Solution Implementation under Exhibit A (Statement of Work) for all Phases of the Project. In the event the Solution fails to successfully achieve

Final Acceptance in accordance with the Project Schedule, Contractor shall provide to County for a diagnosis of the Deficiencies and proposed solution(s) for County’s approval and submit the Solution to County for re-testing as required under the Statement of Work. County and Contractor shall agree upon any and all such proposed solutions prior to their implementation.

11.4 FAILED TESTING

- 11.4.1 If County’s Project Director makes a good faith determination at any time an Acceptance Test that the Solution as a whole, or any component thereof, has not successfully completed an Acceptance Test or has not achieved Final Acceptance (collectively referred to for purposes of this Paragraph 11.4 as “Designated Test”), County’s Project Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the Solution component or the Solution failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the Solution component or the Solution as will permit the Solution component or the Solution to be ready for retesting. Contractor shall notify County’s Project Director in writing when such corrections, repairs and modifications have been completed, and the applicable Designated Test shall begin again. If, after the applicable Designated Test has been completed for a second time, County’s Project Director makes a good faith determination that the Solution component or the Solution again fails to pass the applicable Designated Test, County’s Project Director shall promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the Solution component or the Solution failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the Solution component or the Solution as will permit the Solution component or the System to be ready for retesting.
- 11.4.2 Such procedure shall continue, subject to County’s rights under Paragraph 8.2.3 (Termination), in the event Contractor fails to timely complete any Deliverable identified as a milestone, until such time as County notifies Contractor in writing either: (i) of the successful completion of such Designated Test or (ii) that County has concluded that satisfactory progress toward such successful completion of such Designated Test is not being made, in which latter event, County shall have the right to make a determination, which shall be binding and conclusive on Contractor, that a non-curable default has occurred and to terminate this Agreement in accordance with Paragraph 20 (Termination for Default) on the basis of such non-curable default. In the event Contractor, using good faith effort, is unable to cure a deficiency by re-performance after two (2) attempts, County and Contractor will work together to agree on a mutually acceptable resolution, provided that if County and Contractor cannot agree on a resolution, County may terminate this Agreement for default pursuant to Paragraph 20 (Termination for Default).
- 11.4.3 Such a termination for default by County shall be either, as determined by County in its sole judgment: (i) a termination with respect to one or more of the components of the Solution; or (ii) if County believes the failure to pass the applicable Designated Test materially affects the functionality, performance or desirability to County of the Solution as a whole, the entire Agreement. In the event of a termination under this Paragraph 11.4, County shall have the right to receive from Contractor reimbursement of all payments made to Contractor by County under this Agreement for the Solution component(s) and related Deliverables as to which the termination applies or if the entire Agreement is terminated, all amounts paid by County to Contractor under this Agreement. If the termination applies only to one or more Solution

component(s), at County’s sole option, any reimbursement due to it may be credited against other sums due and payable by County to Contractor. The foregoing is without prejudice to any other rights that may accrue to County or Contractor under the terms of this Agreement or by law.

11.5 SYSTEM USE

Subject to County’s obligations of Acceptance set forth in Exhibit A (Statement of Work) and the Agreement, following the Solution implementation by Contractor and prior to Final Acceptance by County, County shall have the right to use, in a Production Use mode, any completed portion of the System, without any additional cost to County where County determines that it is necessary for County’s operations. Such Production Use shall not restrict Contractor’s performance under this Agreement and shall not be deemed Final Acceptance of the Solution.

12. **REPRESENTATIONS AND WARRANTIES**

12.1 GENERAL WARRANTIES

Contractor represents, warrants, covenants and agrees that throughout the term of this Agreement:

1. Contractor shall comply with the description and representations (including, but not limited to, Deliverable documentation, performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements applicable to professional software design meeting industry standards) set forth in this Agreement, including Exhibit A (Statement of Work), including all Attachments thereto and Solution Requirements.
2. Unless specified otherwise herein, the Solution shall be free from material Deficiencies.
3. The OM&S Service Levels shall not degrade during the term of the Agreement.
4. Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to the Solution or any component through any device, method or means including, without limitation, the use of any “virus”, “lockup”, “time bomb”, or “key lock”, “worm”, “back door” or “Trojan Horse” device or program, or any disabling code, which has the potential or capability of compromising the security of County’s or any Participating Agency’s confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of the Solution or any component to County or any Participating Agency or User or which could alter, destroy, or inhibit the use of the System or any component, or the data contained therein (collectively referred to as “Disabling Device(s)”), which could block access to or prevent the use of the Solution or any component by County, Participating Agencies or Users. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any Solution component provided to County under this Agreement, nor shall Contractor knowingly permit any subsequently delivered or provided Solution component to contain any Disabling Device.

In addition, Contractor shall prevent viruses from being incorporated or introduced into the Solution or updates or enhancements thereto prior to the installation onto the Solution and shall prevent any viruses from being incorporated or introduced in the process of Contractor’s performance of on-line support.

12.2 STANDARD OF SERVICES

Contractor’s services and other Work required by this Agreement shall, during the term of the Agreement, conform to reasonable commercial standards as they exist in Contractor’s profession or field of practice. If Contractor’s Services or other Work provided under this Agreement fail to conform to such standards, upon notice from County specifying the failure of performance, Contractor shall, at Contractor’s sole expense, provide the applicable remedy as specified in this Agreement, including the Statement of Work and the Service Level Agreement. Contractor shall, at its own expense, correct any data in which (and to the extent that) errors have been caused by Contractor or malfunctions of the Solution or by any other tools introduced by Contractor into the Solution for the purpose of performing services or other Work under this Agreement or otherwise.

12.3 SYSTEM WARRANTIES AND PROBLEM RESOLUTION

Contractor hereby warrants to County that the Solution shall be free from any and all Deficiencies commencing from Production Use of the System through the term of the Agreement. All Deficiencies reported or discovered shall be corrected in accordance with the Statement of Work and Exhibit C (Service Level Agreement) to this Agreement, and shall be at no cost to County beyond the payment of the applicable Maintenance Fees under the Agreement.

Contractor also represents, warrants, covenants and agrees that throughout the term of this Agreement:

1. All Solution components shall be compatible with each other and, to the extent applicable or required, shall interface with each other; and the Solution components, when taken together, shall be capable of delivering all of the functionality as set forth in this Agreement.
2. Any Solution enhancements or upgrades shall be backward compatible with any County’s standard browser(s) and operating system version(s) operated on County workstations.
3. The Solution, including the System and the Equipment, shall be capable of delivering all of the functionality and meeting all requirements as set forth in this Agreement, including the Solution Requirements, Security Requirements and the Specifications.
4. The Solution shall meet the Solution Performance Requirements within Contractor’s control, including but not limited to those relating to Response Time and Solution Availability, as further specified in the Statement of Work and the Service Level Agreement. All Solution Performance Deficiencies, for the purpose of determining the applicable Deficiency Resolution Time and County remedies, including Service Credits, shall be deemed Severity Level 1 or Severity Level 2, as determined by County's Project Director or designee.

12.4 CONTINUOUS PRODUCT SUPPORT

- 12.4.1 In the event that Contractor replaces any or all components of the Application Software with other software modules or components (hereinafter “Replacement Product”) during the term of the Agreement in order to fulfill its obligations under the Agreement and to meet the Solution Requirements, then the License shall be deemed to automatically include such Replacement Product without cost or penalty to County even if such Replacement Product contains greater functionality than the Application Software it replaced. If required by County, Contractor shall

provide the necessary training to County and Participating Agencies personnel to utilize the Replacement Product at no cost to County.

- 12.4.2 In the event any or all components of the Application Software are migrated to the Replacement Product as a result of an acquisition, sale, assignment, transfer or other change in control of Contractor, then any assignee or successor, by taking benefit (including, without limitation, acceptance of any payment under this Agreement), shall be deemed to have ratified this Agreement, subject to the requirements of Paragraph 19 (Prohibition Against Assignment and Delegation). All terms and conditions of this Agreement shall continue in full force and effect for the Replacement Product.
- 12.4.3 The following terms and conditions shall apply if County elects to transfer the License to a Replacement Product:
- (1) Contractor, or its assignee or successor, shall, at no cost to County or Participating Agencies, implement the Replacement Product in the Solution Environment, convert and migrate all of the Solution data from the Application Software format to the Replacement Product format to ensure Production Use of such Replacement Product;
 - (2) Any prepaid Service Fees for the Solution shall transfer in full force and effect for the balance of the Replacement Product’s maintenance and support term (or equivalent service) at no additional cost. If the prepaid amount is greater than the Replacement Product’s maintenance and support fees for the same term, the credit balance shall be applied to future Maintenance Fees or returned to County, at County’s option;
 - (3) Any and all modules offered separately and needed to match the original Application Software’s level of functionality shall be supplied by Contractor, or its assignee or successor, without additional cost or penalty, and shall not affect the calculation of any annual fees;
 - (4) Contractor shall provide to County and Participating Agencies the necessary training for purposes of learning the Replacement Product. Such training shall be provided at no cost to County or Participating Agencies;
 - (5) All License terms and conditions, at a minimum, shall remain as granted herein with no additional fees imposed on County or Participating Agencies; and
 - (6) The definition of Application Software shall include the Replacement Product.

12.5 WARRANTY PASS-THROUGH

Contractor shall assign to County to the fullest extent permitted by law or by this Agreement, and shall otherwise ensure that the benefits of any applicable warranty or indemnity offered by any manufacturer of any Solution component or any other Solution product or service provided hereunder shall fully extend to and be enjoyed by County.

12.6 REMEDIES

County’s remedies under the Agreement for the breach of the warranties set forth in this Agreement, including the Statement of Work and the Service Level Agreement, shall include the repair or replacement by Contractor, at its own expense, of the non-conforming Solution components, any other remedies set forth in the Statement of Work and/or the Service Level Agreement, including assessment of Service Credits and any other corrective measures specified in such Statement of Work, the Service Level Agreement and this Agreement.

12.7 BREACH OF WARRANTY OBLIGATIONS

Failure by Contractor to timely perform its obligations set forth in this Paragraph 12 shall constitute a material breach, upon which, in addition to County’s other rights and remedies set forth herein, County may, after written notice to Contractor and provision of a reasonable cure period, terminate this Agreement in accordance with Paragraph 20 (Termination for Default).

13. **INDEMNIFICATION**

Notwithstanding any provision of this Agreement to the contrary, whether expressly or by implication, Contractor shall indemnify, defend and hold harmless County, its Special Districts, Participating Agencies and their elected and appointed officers, employees, agents and volunteers (hereinafter “County Indemnitees”) from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor’s acts and/or omissions arising from or relating to this Agreement, except for such loss or damages arising from the sole negligence or willful misconduct of County Indemnitees.

Any legal defense pursuant to Contractor’s indemnification obligations under this Paragraph 13 shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense.

14. **INSURANCE**

14.1 GENERAL INSURANCE REQUIREMENTS

Without limiting Contractor’s indemnification of County and Participating Agencies, 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 this Paragraph 14. These minimum insurance coverage terms, types and limits (“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.

14.2 EVIDENCE OF COVERAGE AND NOTICE

- 14.2.1 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.
- 14.2.2 Renewal Certificates shall be provided to County not less than ten (10) days after renewal of Contractor’s policy. County reserves the right to obtain copies of relevant sections of any required Contractor and/or subcontractor insurance policies at any time.
- 14.2.3 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.

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

Certificates and copies of any required endorsements shall be sent to County’s Project Director at the address specified in Exhibit E (County Administration).

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

14.3 ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE

The County of Los Angeles, its Special Districts, Participating Agencies and their Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor’s General Liability policy with respect to liability arising out of Contractor’s ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of 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 the County’s minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

14.3.1 CANCELLATION OF OR CHANGES IN INSURANCE

Contractor shall provide County, or Contractor’s insurance policies shall contain, a provision that County shall receive written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County not less than ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance of any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Agreement, in the sole discretion of County, upon which County may suspend or terminate this Agreement.

14.3.2 INSURER FINANCIAL RATINGS

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

14.3.3 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 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.

14.3.4 WAIVERS OF SUBROGATION

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

14.3.5 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.

14.3.6 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.

14.3.7 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.

14.3.8 APPLICATION OF EXCESS LIABILITY COVERAGE

Contractor 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.

14.3.9 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

14.3.10 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.

14.3.11 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS

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

14.4 INSURANCE COVERAGE REQUIREMENTS

14.4.1 COMMERCIAL GENERAL LIABILITY INSURANCE

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 |

14.4.2 AUTOMOBILE LIABILITY INSURANCE

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.

14.4.3 WORKERS’ COMPENSATION AND EMPLOYERS’ INSURANCE

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

14.4.4 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS INSURANCE

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

14.4.5 PROPERTY COVERAGE

If Contractor’s given exclusive use of County owned or leased property shall carry property, Contractor's property coverage at least as broad as that provided by the ISO special causes of

loss (ISO policy form CP 10 30) form. County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor’s insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

14.4.6 TECHNOLOGY ERRORS AND OMISSIONS

Insurance, including cover for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis, (2) systems programming, (3) data processing, (4) systems integration, (5) outsourcing including outsourcing development and design, (6) systems design, consulting, development and modification, (7) training services relating to computer software or hardware, (8) management, repair and maintenance of computer products, networks and systems, (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software, (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by Contractor, with limits of \$10 million.

14.4.7 PRIVACY/NETWORK SECURITY (CYBER) INSURANCE

Privacy/Network Security (“Cyber”) liability coverage providing protection against liability for (1) privacy breaches (liability arising from the loss or disclosure of confidential information no matter how it occurs), (2) system breach, (3) denial or loss of service, (4) introduction, implantation or spread of malicious software code, (5) unauthorized access to or use of computer systems, with limits of \$10 million. No exclusions/restrictions for unencrypted portable devices/media may be on the policy. The County of Los Angeles, its Special Districts, Participating Agencies, and their Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status.

14.5 PERFORMANCE SECURITY

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

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

In the event of termination under Paragraph 20 (Termination for Default) or Paragraph 23 (Termination for Insolvency), the performance security amount shall become payable to County for any outstanding damage assessments made by County against Contractor. An amount up to the full amount of the performance security may also be applied to Contractor’s liability for any administrative costs and/or any excess costs incurred by County in obtaining similar software and services to replace those terminated as a result of Contractor’s default or insolvency

14.6 FAILURE TO MAINTAIN COVERAGE OR PERFORMANCE SECURITY

Contractor’s failure to maintain or to provide acceptable evidence that it maintains the Required Insurance or failure to maintain performance security acceptable to County 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 such breach. Alternatively, County may purchase the required insurance coverage and, without further notice to Contractor, deduct from sums due to Contractor any premium costs advanced by County for such insurance.

15. INTELLECTUAL PROPERTY WARRANTY AND INDEMNIFICATION

- 15.1 Contractor represents and warrants: (i) that Contractor has the full power and authority to grant the License, ownership and all other rights granted by this Agreement to County and Participating Agencies; (ii) that no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect; (iii) that County and Participating Agencies are entitled to use the Solution without interruption, subject only to County’s obligation to make the required payments and observe the License terms under this Agreement; (iv) that this Agreement and the Solution licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor’s creditors; (v) that during the term of this Agreement, Contractor shall not subordinate this Agreement or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County’s and Participating Agencies’ use of the Solution (or any part thereof) in accordance with this Agreement; and (vi) that neither the performance of this Agreement by Contractor, nor the License to or ownership by, and use by, County, Participating Agencies and their Users of the Solution in accordance with this Agreement will in any way violate any non-disclosure agreement, nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information or other rights of any third party.
- 15.2 Notwithstanding any provision to the contrary, whether expressly or by implication, Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, Participating Agencies and their elected and appointed officers, employees, agents and volunteers (collectively referred to for purposes of this Paragraph 13 as “County”) from and against any and all liability, including but not limited to demands, claims, actions, fees, damages, costs, and expenses (including attorneys and expert witness fees) arising from any alleged or actual infringement of any third party’s patent or copyright, or any alleged or actual unauthorized trade secret disclosure, arising from or related to this Agreement and/or the operation and use of the System (collectively referred to for purposes of this Paragraph 13 as “Infringement Claim(s)”). Any legal defense pursuant to Contractor’s indemnification obligations under this Paragraph 15.2 shall be conducted by Contractor and performed by counsel selected by Contractor. County will provide Contractor with information, reasonable assistance and authority to defend or settle the claim. Notwithstanding the foregoing, County and Participating Agencies shall have the right to participate in any such defense at their sole cost and expense.
- 15.3 County will notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice by County,

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 Solution or affected component(s) thereof, or part(s) thereof, to the same extent of County’s and Participating Agencies’ License or ownership rights under this Agreement; or (ii) to the extent procuring such right to use the Solution is not commercially reasonable, replace or modify the Solution or any component(s) thereof with another software or component(s) thereof of at least equivalent quality and performance capabilities, as mutually determined by County and Contractor until the Solution and all components thereof become non-infringing, non-misappropriating and non-disclosing (hereinafter collectively for the purpose of this Paragraph 15.3 “Remedial Act(s)”).

- 15.4 Failure by Contractor to provide and complete the Remedial Acts described in Paragraph 15.3 above shall constitute a material breach of this Agreement, upon which County shall be entitled to terminate the Agreement for default pursuant to Paragraph 20 (Termination for Default).

16. PROPRIETARY CONSIDERATIONS

16.1 COUNTY MATERIALS

Contractor agrees that County or Participating Agency, as applicable, shall own all rights, title and interest, including all copyrights, patent rights, trade secret rights and other proprietary rights therein, in and to all information, data, plans, schedules including Project Plan and Project Schedule, departmental procedures and processes, algorithms, diagrams, reports, working papers, documents, training materials, records and any other information or work products originated or created solely for County or Participating Agency, as applicable, through Contractor’s work pursuant to this Agreement and any County or Participating Agency data whether provided by County or Participating Agency or otherwise accessible or generated by Contractor or the Solution, excluding the Work Product and Licensed Software provided by Contractor and related Documentation (collectively “County Materials”). Contractor, therefore, hereby assigns and transfers to County all of Contractor’s right, title and interest in and to all such County Materials, provided that notwithstanding such County ownership, Contractor may retain possession of all working papers prepared by Contractor.

During and for a minimum of five (5) years subsequent to the term of this Agreement, Contractor shall retain all of Contractor's working papers prepared under this Agreement, including to the extent necessary the County Materials. County shall have the right to inspect any and all such working papers, make copies thereof and use the working papers and the information contained therein.

Contractor shall protect the security of and keep confidential all County Materials and shall use whatever security measures are reasonably necessary to protect all such County Materials from loss or damage by any cause, including fire and theft.

16.2 TRANSFER TO COUNTY

Upon request of County, Contractor shall execute all documents requested by County and shall perform all other reasonable acts requested by County to assign and transfer to, and vest in, County or any Participating Agency, as applicable, all Contractor’s right, title and interest in and to the County Materials, including, but not limited to, all copyright, patent and trade secret rights. County shall have the right to register all copyrights and patents in the name of County of Los Angeles. All material expense of effecting such assignment and transfer of rights will be borne by County. Further, County and Participating Agencies shall have the

right to assign, license or otherwise transfer any and all County’s right, title and interest, including, but not limited to, copyrights and patents, in and to the County Materials.

16.3 PROPRIETARY AND CONFIDENTIAL

Any and all materials, software and tools which are developed or were 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 County’s Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as “PROPRIETARY” or “CONFIDENTIAL”, if applicable.

Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for:

- (1) Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by any state or federal law or order of court; or
- (2) Any Contractor’s proprietary and/or confidential materials not plainly and prominently marked with restrictive legends.

17. DISCLOSURE OF AGREEMENT

17.1 DISCLOSURE

Contractor shall not disclose any terms or conditions of, or any circumstances or events that occur during the performance of, this Agreement to any person or entity except as may be otherwise provided herein or required by law. 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, to the extent allowed by law or such order, promptly notify County’s 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 and Participating Agencies to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

However, in recognizing Contractor’s need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Agreement under the following conditions:

- (1) Contractor shall develop all publicity material in a professional manner.
- (2) During the term of this Agreement, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County’s Project Director for each such item.

Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 17 shall apply.

17.2 REQUIRED DISCLOSURE

Notwithstanding any other provision of this Agreement, either party may disclose information about the other that: (i) is lawfully in the public domain at the time of disclosure; (ii) is

disclosed with the prior written approval of the party to which such information pertains; or (iii) is required by law to be disclosed.

18. CONFIDENTIALITY AND SECURITY

18.1 CONFIDENTIALITY

18.1.1 CONFIDENTIAL INFORMATION

Each party shall protect, secure and keep confidential all records, materials, documents, data and/or other information, including, but not limited to, billing and sensitive financial information, County records, data and information, County materials, Solution data, Work Product, Application Software, personally identifiable and health information, and any other data, records and information, received, obtained and/or produced under the provisions of this Agreement (hereinafter “Confidential Information”), in accordance with the terms of this Agreement and all applicable Federal, State or local laws, regulations, ordinances and publicly available guidelines and directives relating to confidentiality. As used in this Agreement, the term “Confidential Information” shall also include records, materials, data and information deemed confidential by County or the applicable law under Paragraph 3.5 (Rules and Regulations). Each party shall use whatever appropriate security measures are necessary to protect such Confidential Information from loss, damage and/or unauthorized dissemination by any cause, including but not limited to fire and theft.

Contractor shall inform all of its officers, employees, agents and subcontractors providing Work hereunder of the confidentiality provisions of this Agreement. Contractor shall ensure that all of its officers, employees, agents and subcontractors performing Work hereunder have entered into confidentiality agreements no less protective of County than the terms of this Agreement, including this Paragraph 18 and Exhibit G (Confidentiality and Assignment 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 any of County's Confidential Information.

18.1.2 DISCLOSURE OF INFORMATION

With respect to any of County’s or any Participating Agency’s Confidential Information or any other records, materials, data or information that is obtained by Contractor (hereinafter collectively for the purpose of this Paragraph 18.1.2 “information”), Contractor shall: (i) not use any such information for any purpose whatsoever other than carrying out the express terms of this Agreement; (ii) promptly transmit to County all requests for disclosure of any such information; (iii) not disclose, except as otherwise specifically permitted by this Agreement, any such information to any person or organization other than County without County’s prior written authorization that the information is releasable; and (iv) at the expiration or termination of this Agreement, return all such information to County or maintain such information according to the written procedures provided or made available to Contractor by County for this purpose.

18.1.3 INDEMNIFICATION

Notwithstanding any provision of this Agreement to the contrary, whether expressly or by implication, Contractor shall indemnify, defend and hold harmless County, Participating Agencies and their its officers, employees, agents and volunteers from and against any and all loss, damage, liability and expense, including, but not limited to, defense costs and reasonable

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 18, as determined by County in its sole judgment. Any legal defense pursuant to Contractor’s indemnification obligations under this Paragraph 18 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Contractor shall not have the right to enter into any settlement, agree to any injunction or make any admission, in each case, on behalf of County without County’s prior written approval.

18.2 SECURITY

18.2.1 SYSTEM SECURITY

Notwithstanding anything to the contrary herein, Contractor shall provide all Work utilizing security technologies and techniques in accordance with the industry standards, Contractor’s best practices and applicable County security policies, procedures and requirements provided by County to Contractor in writing as part of the RFP, this Agreement or otherwise as required by law, including those relating to the prevention and detection of fraud or other inappropriate use or access of systems and networks. Without limiting the generality of the foregoing, Contractor shall implement and use network management and maintenance applications and tools and fraud prevention and detection and encryption technologies and prevent the introduction of any Disabling Device into the Solution, as further specified in this Agreement and Schedule C.1 (Information Security Requirements). In no event shall Contractor’s actions or inaction result in any situation that is less secure than the security that Contractor then provides for its own systems and data.

18.2.2 SOLUTION DATA SECURITY

Contractor hereby acknowledges the right of privacy of all persons whose information is stored in the Solution data or any other County data. Contractor shall protect, secure and keep confidential all Solution data in compliance with all Federal, State and local laws, rules, regulations, ordinances, guidelines and directives relating to confidentiality and information security, and Schedule C.1 (Information Security Requirements), including any breach of the security of the Solution, such as any unauthorized acquisition of Solution data that compromises the security, confidentiality or integrity of personally identifiable information. Further, Contractor shall take all reasonable actions necessary or advisable to protect all Solution data in its possession, custody or control from loss or damage by any cause, including fire, theft or other catastrophe. In addition, if requested by County’s Project Director, Contractor shall provide notification to all persons whose unencrypted personal information was, or is reasonably believed to have been, acquired by any unauthorized person, and the content, method and timing of such notification shall be subject to the prior approval of County’s Project Director. Contractor shall not use Solution data for any purpose or reason other than to fulfill its obligations under this Agreement.

18.3 PROTECTION OF ELECTRONIC COUNTY INFORMATION – DATA ENCRYPTION

Contractor that electronically transmits or stores Personal Information (hereinafter “PI”), Protected Health Information (hereinafter “PHI”) and/or Medical Information (hereinafter “MI”) shall comply with the encryption standards set forth below and incorporated into this Agreement and all Amendments thereto (collectively, the “Encryption Standards”), as required by the Board of Supervisors Policy Number 5.200 (hereinafter “Policy”). For

purposes of this Paragraph 18.3, “PI” is defined in California Civil Code Section 1798.29(g); “PHI” is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations; and “MI” is defined in California Civil Code Section 56.05(j).

18.3.1 ENCRYPTION STANDARDS – STORED DATA

Contractor’s and subcontractors’ workstations and portable devices that are used to access, store, receive and/or transmit County PI, PHI or MI (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

Contractor’s and subcontractors’ use of remote servers (e.g. cloud storage, Software-as-a-Service or SaaS) for storage of County PI, PHI and/or MI shall be subject to written pre-approval by the County’s Chief Executive Office.

18.3.2 ENCRYPTION STANDARDS – TRANSMITTED DATA

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

18.3.3 DEFINITION REFERENCES

1. As used in this Policy, the phrase “Personal Information” shall have the same meaning as set forth in subdivision (g) of California Civil Code section 1798.29.
2. As used in this Policy, the phrase “Protected Health Information” shall have the same meaning as set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations.
3. As used in this Policy, the phrase “Medical Information” shall have the same meaning as set forth in subdivision (j) of California Civil Code section 56.05.

18.3.4 COMPLIANCE

By executing the Agreement, Contractor (on behalf of itself and any and all subcontractors including County-approved Subcontractors) certifies its compliance with the Policy and the data encryptions requirements specified in this Paragraph 18.3 as of the Effective Date of the Agreement, during the term of the Agreement and for as long as Contractor (or any of its subcontractors) is in possession of County PI, PHI and/or MI. Such certification shall be evidenced by submission of a completed and signed form set forth in Schedule C.2 (Compliance with Encryption Requirements) prior to being awarded the Agreement by the Board of Supervisors. In addition to the foregoing, Contractor shall maintain any validation or attestation reports that its or its County-approved Subcontractors’ data encryption product(s) generate, and such reports shall be subject to audit in accordance with the Agreement. County requires that, if non-compliant, Contractor develop and execute a

corrective action plan. Failure on the part of Contractor to comply with any of the provisions of this Paragraph 18.3 shall constitute a material breach of this Agreement, upon which County may terminate or suspend the Agreement, deny Contractor access to County IT resources and/or take such other actions as deemed necessary or appropriate by County.

18.3.5 NO POLICY EXCEPTIONS

There are no exceptions to this Policy, except as expressly approved by the Board of Supervisors.

18.4 REMEDIES

Contractor acknowledges that a breach by Contractor of this Paragraph 18 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 this Paragraph 18 and at law and in equity, County shall have the right to seek injunctive relief to enforce the provisions of this Paragraph 18. The provisions of this Paragraph 18 shall survive the expiration of termination of this Agreement.

Contractor shall take all reasonable actions necessary or advisable to protect the Solution from loss or damage by any cause. Contractor shall bear the full risk of loss or damage to the Solution and any Solution data by any cause other than resulting from force majeure or County's sole fault.

19. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION

19.1 Contractor shall not assign its rights and/or delegate its duties under this Agreement, whether in whole or in part, without the prior written consent of County, and any attempted assignment and/or delegation without such consent shall be null and void. County may exercise or withhold consent in its sole discretion. No assignment and/or delegation shall be effective unless and until there is a duly-executed, written amendment to this Agreement. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against County.

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

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

20. TERMINATION FOR DEFAULT

- 20.1 County may, by written notice to Contractor, terminate the whole or any part of this Agreement if:
- (1) Contractor fails to timely provide and/or satisfactorily perform any task, subtask, deliverable, goods, service or other Work within the times specified in this Agreement, including the finalized Project Plan or Project Schedule; or
 - (2) Contractor fails to demonstrate a high probability of timely fulfillment of the performance requirements under this Agreement; or
 - (3) Contractor fails to make progress as to endanger performance of this Agreement in accordance with its terms; or
 - (4) Contractor in performance of Work under the Agreement fails to comply with the requirements of this Agreement, including but not limited to the Statement of Work and Exhibit C (Service Level Agreement); or
 - (5) Contractor fails to perform or comply with any other provisions of this Agreement or materially breaches this Agreement; and, unless a shorter cure period is expressly provided in this Agreement, does not cure such failure or fails to correct such failure or breach within thirty (30) days (or such longer period as County may authorize in writing) of receipt of written notice from County specifying such failure or breach, except that Contractor shall not be entitled to any cure period, and County may terminate immediately, in the event that Contractor’s failure to perform or comply is not reasonably capable of being cured.
- 20.2 If, after County has given notice of termination under the provisions of this Paragraph 20, it is determined by County that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 21 (Termination for Convenience).
- 20.3 The rights and remedies of County provided in this Paragraph 20 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

21. TERMINATION FOR CONVENIENCE

- 21.1 This Agreement may be terminated, in whole or in part, permanently or from time to time, when such action is deemed by County to be in its best interest. Termination of Work hereunder shall be effected by written notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective, which shall be no less than thirty (30) calendar days after the notice is sent. In the event County has purported to terminate this Agreement for default by notice pursuant to Paragraph 20 (Termination for Default) and it has later been determined that Contractor was not in default, no additional notice shall be required upon such determination.
- 21.2 After receipt of a notice of termination, Contractor shall submit to County, in the form and with any certifications as may be prescribed by County, Contractor’s termination claim and invoice. Such claim and invoice shall be submitted promptly in accordance with Paragraph 24 (Effect of Termination).

22. TERMINATION FOR IMPROPER CONSIDERATION

- 22.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this 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 this 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 this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 22.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County’s Auditor-Controller Employee Fraud Hotline at (213) 974 0914 or (800) 544 6861.
- 22.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

23. TERMINATION FOR INSOLVENCY

- 23.1 County may terminate this Agreement, by written notice to Contractor, immediately at any time upon the occurrence of any of the following:
- (1) *Insolvency of Contractor.* Contractor shall be deemed to be insolvent if it has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay its debts which are disputed in good faith and which are not related to this Agreement as determined by County;
 - (2) The filing of a voluntary or involuntary petition to have Contractor declared bankrupt, where the involuntary petition is not dismissed within sixty (60) days;
 - (3) The appointment of a receiver or trustee for Contractor; or
 - (4) The execution by Contractor of an assignment for the benefit of creditors.
- 23.2 The rights and remedies of County provided in this Paragraph 23 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- 23.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects this Agreement, County may elect to retain its rights under this Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 United States Code, Section 365(n)). Upon written request of 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 this Agreement including, without limitation, such Section 365(n) (including, without limitation, the right to continued use of all source and object code versions of the Application Software and related Documentation, and shall not interfere with the rights and benefits of County as provided therein. The foregoing shall survive the termination or expiration of this Agreement for any reason whatsoever.

24. EFFECT OF TERMINATION**24.1 TERMINATION BY COUNTY**

In the event that County, upon written notice to Contractor, terminates this Agreement in whole or in part as provided herein, then:

- (1) Contractor and County shall continue the performance of this Agreement to the extent not terminated;
- (2) Contractor shall stop Work under this Agreement on the date and to the extent specified in such notice and provide to County all completed Work and Work in progress, in a media reasonably requested by County;
- (3) Contractor shall (a) promptly return to County any and all County's and Participating Agencies' Confidential Information, County Materials and any other County or Participating Agency data relating to that portion of the Agreement and Work terminated by County, and (b) destroy all such Confidential Information, County Materials and other County data as required in and in accordance with the provisions of Schedule C.1 (Information Security Requirements);
- (4) County shall pay Contractor all monies due, upon receiving Contractor's invoice(s), in accordance with the terms of the Agreement for the Work completed up to the time of termination;
- (5) Contractor shall return to County all monies paid by County, yet unearned by Contractor, including any prorated prepaid Service Fees calculated depending on the date of termination, if applicable;
- (6) Upon termination by County for default pursuant to Paragraph 20 (Termination for Default) or for insolvency pursuant to Paragraph 23 (Termination for Insolvency), County shall have the right to procure, upon such terms and in such a manner as County may deem appropriate, goods, services and other work, similar 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 incurred by County, as determined by County, to procure and furnish such similar goods, services and other work;
- (7) Contractor understands and agrees that County and Participating Agencies have obligations that they cannot satisfy without use of the Solution provided to County hereunder or an equivalent solution, and that a failure to satisfy such obligations could result in irreparable damage to County, Participating Agencies and the entities they serve. Therefore, Contractor agrees that in the event of any termination of this Agreement, Contractor shall fully cooperate with County in the transition of County to a new solution, toward the end that there be no interruption of County's or Participating Agencies' day-to-day operations due to the unavailability of the Solution during such transition. Upon written notice to Contractor, Contractor shall allow County, Participating Agencies or a County-selected subcontractor contractor a transition period until expiration of the term of the Agreement, or in all other cases, at a date specified by County, for the orderly turnover of Contractor's Agreement activities and responsibilities without additional cost to County or Participating Agencies.

24.2 TERMINATION TRANSITION SERVICES

Contractor shall assist the County and Participating Agencies in transitioning from the Solution by providing Transition Services, as provided below. Upon the expiration or termination of this Agreement, County may require Contractor to provide services in the form of Optional Work to assist County to transition System operations from Contractor to County or County’s designated third party (“Transition Services”). Upon County’s request for Transition Services where termination is not pursuant to any breach of Contractor or for insolvency of Contractor, County and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services. Contractor agrees that in the event that County terminates the Agreement for any breach by Contractor or for insolvency of Contractor, Contractor shall perform all Transition Services as required by County and/or Participating Agencies at no cost to County or such Participating Agency. Contractor shall provide County with all of the Transition Services as provided in this Paragraph 24.2. The duty of Contractor to provide such Transition Services shall be conditioned on County and Participating Agencies continuing to comply with its obligations under the Agreement, including payment of all applicable fees. Contractor shall have no right to withhold or limit its performance or any of such Transition Services on the basis of any alleged breach of this Agreement by County, other than a failure by County to timely pay Contractor the invoiced amounts due and payable hereunder. County shall have the right to seek specific performance of this Paragraph 24.2 in any court of competent jurisdiction and Contractor hereby waives any defense that damages are an adequate remedy. Compliance with this 24.2 by either party shall not constitute a waiver or estoppel with regard to any rights or remedies available to the parties. In the event of termination for default based on a breach by Contractor, the value of Transition Services provided to County, based on the most recent prices applicable under the Agreement to similar services, will be applied in mitigation of any damages that may be awarded.

25. **INDEPENDENT CONTRACTOR STATUS**

- 25.1 This Agreement is not intended to, 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 are not and shall not be, or 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.
- 25.2 Contractor shall be solely liable and responsible for providing all workers’ compensation insurance and benefits, liability insurance, employer taxes, compensation and benefits to, or on behalf of, all persons performing Work pursuant to this Agreement. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, payroll taxes, disability insurance or benefits, or Federal, State or local taxes, or other compensation, benefits or taxes for any personnel provided by or performing Work on behalf of Contractor.
- 25.3 The employees and agents of Contractor shall, while on the premises of County, comply with all rules and regulations of the premises, including, but not limited to, security requirements.
- 25.4 Notwithstanding the provisions of this Paragraph 25, the employees and agents of Contractor shall, while on the premises of County, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

26. SUBCONTRACTING

- 26.1 County has relied, in entering into this Agreement, on the reputation of and on obtaining the personal performance of Contractor, specifically, Contractor’s Key Staff. The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by Contractor to subcontract any performance of this Agreement without prior approval shall be null and void and shall be deemed a material breach of this Agreement, upon which County may immediately terminate this Agreement.
- 26.2 In the event Contractor subcontracts any portion of its performance of the Agreement by the Contractor’s Key Staff, Contractor shall provide to County, in writing, a notice regarding such subcontract, which shall include:
- (1) The reasons for the particular subcontract;
 - (2) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected;
 - (3) A detailed description of the Work to be provided by the proposed subcontractor;
 - (4) Confidentiality provisions applicable to the proposed subcontractor’s officers, employees and agents, which would be incorporated into the subcontract;
 - (5) Required County forms including (i) Exhibit F (Confidentiality and Assignment Agreement), (ii) Exhibit G (Contractor’s EEO Certification), (iii) Exhibit I (Safely Surrendered Baby Law), and (iii) any other standard County required provisions;
 - (6) A representation from Contractor that:
 - a. the proposed subcontractor is qualified to provide the Work for which subcontractor is being hired;
 - b. either the proposed subcontractor maintains the insurance required by this Agreement or Contractor has procured and maintains such insurance coverage for the proposed subcontractor;
 - c. either the proposed subcontractor or Contractor shall be solely liable and responsible for any and all of subcontractor’s taxes, payments and compensation, including compensation to its employees, related to the performance of Work under this Agreement; and
 - d. either the proposed subcontractor or Contractor shall provide for indemnification of County under the same terms and conditions as the indemnification provisions of this Agreement, including those specified in Paragraphs 13 (Indemnification) and 15 (Intellectual Property Warranty and Indemnification); and
 - (7) Other pertinent information and/or certifications reasonably requested by County.
- 26.3 County will review Contractor’s request to subcontract and determine on a case-by-case basis whether or not to consent to such request, which consent shall not be unreasonably withheld.
- 26.4 Notwithstanding any provision of this Agreement to the contrary, whether expressly or by implication, Contractor shall indemnify, defend and hold harmless County, Participating Agencies and their officers, employees and agents, from and against any and all claims, demands, liabilities, damages, costs and expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees in any way arising from

or related to Contractor’s use of any subcontractor, including, without limitation, any officers, employees or agents of any subcontractor, in the same manner as required for Contractor, its officers, employees and agents, under this Agreement.

- 26.5 Notwithstanding any other provision of this Paragraph 26, Contractor shall remain fully responsible for any and all performance required of it under this Agreement, including those which Contractor has determined to subcontract, including, but not limited to, the obligation to properly supervise, coordinate and provide all Work required under this Agreement. All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County or any Participating Agency. Furthermore, subcontracting of any Work under this Agreement shall not be construed to limit, in any way, Contractor’s performance, obligations or responsibilities to County or limit, in any way, any of County’s rights or remedies contained in this Agreement.
- 26.6 Subcontracting of any Work performed by the Contractor’s Key Staff under the Agreement shall not waive County’s right to prior and continuing approval of any or all such Contractor’s Key Staff pursuant to the provisions of Paragraph 3.2 (Approval of Contractor’s Staff), including any subcontracted members of the Contractor’s Key Staff. Contractor shall notify its subcontractors of this County’s right prior to subcontractors commencing performance under this Agreement.
- 26.7 Notwithstanding subcontracting by Contractor of any Work under this Agreement, Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors, and their officers, employees, agents, and successors in interest, for any services performed by subcontractors under this Agreement.
- 26.8 In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 26 or a blanket consent to any further subcontracting.

27. RISK OF LOSS

Contractor shall bear the full risk of loss due to total or partial destruction of any Software products loaded on CDs or other computer media, until such items are delivered to and accepted in writing by County as evidenced by County’s signature on delivery documents.

28. MOST FAVORED PUBLIC ENTITY

If Contractor’s prices decline, or should Contractor, at any time during the term of this Agreement, provide similar software, service levels, software models, components, goods or services under similar delivery conditions to the State of California or any county, municipality or district of the State or to any other state, county or municipality at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to County. County shall have the right, at County’s expense, to utilize a County auditor or an independent auditor to verify Contractor’s compliance with this Paragraph 28 by review of Contractor’s books and records.

29. RECORDS AND AUDITS

- 29.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction,

activity, or records relating to this Agreement to the extent allowed by law. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor 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, Contractor shall make the necessary arrangements at its own cost and expense to have such material made available to the County within County’s borders.

- 29.2 In the event that an audit is conducted of Contractor specifically regarding this Agreement by any Federal or State auditor, then Contractor shall file a copy of such audit report with County’s Auditor-Controller within thirty (30) days of Contractor’s receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 29.3 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 29 shall constitute a breach of this Agreement upon which County may terminate or suspend this Agreement under the terms of Paragraph 20 (Termination for Default).
- 29.4 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of County conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that County’s dollar liability for any such work is less than payments made by County to the Contractor, then the difference shall be either: (a) repaid by Contractor to County by cash payment upon demand or (b) at the sole option of County’s Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Agreement or otherwise. If such audit finds that the County’s dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County’s maximum obligation for this Agreement exceed the funds appropriated by County for the purpose of this Agreement.

30. COUNTY’S QUALITY ASSURANCE PLAN

County, or its agent, will evaluate Contractor’s performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor’s compliance with the terms and conditions of this Agreement. Contractor deficiencies, which County determines are severe or continuing and that may place performance of this Agreement in jeopardy, if not corrected, will be reported to the County’s Board of Supervisors. The report will include improvements and/or corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures within thirty (30) days of County’s notice of Contractor deficiencies, County may, at its sole option, terminate this Agreement, in whole or in part, pursuant to Paragraph 20 (Termination for Default) or Paragraph 21 (Termination for Convenience), or impose other penalties as specified in this Agreement.

31. CONFLICT OF INTEREST

- 31.1 No County employee whose position with County enables such employee to influence the award of this Agreement or any competing agreements shall be employed in any capacity by

Contractor or have any other direct financial interest in this 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.

- 31.2 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 which do create an unlawful conflict of interest for Contractor. If a party hereafter becomes aware of any facts, which might reasonably be expected to create an unlawful conflict of interest for it, 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.

32. COMPLIANCE WITH APPLICABLE LAWS

- 32.1 In the performance of this Agreement, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.
- 32.2 Contractor shall indemnify, defend and hold harmless County, Participating Agencies and their elected and appointed 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 32 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 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.
- 32.3 Contractor certifies and agrees that it fully complies with all applicable requirements of the Program regulations, as well as rules, ordinances, court rules, municipal laws, directives and policies issued pursuant to the enabling statute(s) and/or State or Federal regulation or law applicable to the Work and Contractor’s County-approved Subcontractors’ provision thereof. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code), the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) and compliance with Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Contractor shall be responsible for any relevant changes in the law, including but not limited to, rules, ordinances, court rules, municipal laws, directives and policies issued pursuant to the

enabling statute(s) and/or State or Federal regulation or law. Contractor shall also comply with all applicable ordinances, rules, policies, directives, and procedures issued or adopted by County applicable to the Work and Contractor’s County-approved Subcontractors’ provision thereof for which Contractor is provided actual or constructive notice. County reserves the right to review Contractor’s procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the State and the Federal government, as applicable.

32.4 Failure by Contractor to comply with such laws and regulations shall be material breach of this Agreement and may result in termination of this Agreement.

33. 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 elected and appointed officers, and employees from any and all third party liability for, wages, overtime pay, liquidated damages, penalties, court costs and attorneys’ fees arising from acts engaged in by Contractor in violation of applicable wage and hour laws in the State of California and in the Federal Fair Labor Standards Act, for work performed by Contractor’s employees for which County may be found jointly or solely liable, provided that County: (i) promptly notifies Contractor in writing of the claim; and (ii) allows Contractor to control, and cooperate with Contractor in, the defense and any related settlement negotiations.

34. COMPLIANCE WITH CIVIL RIGHTS LAWS

34.1 Contractor herein certifies and agrees, and will re-certify upon County request no more frequently than once per year, that all persons employed by it, its affiliates, subsidiaries and holding companies will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental handicap, marital status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

34.2 Contractor shall, pursuant to Los Angeles County Code Section 4.32, certify to and comply with the provisions of Contractor’s EEO Certification (Exhibit G).

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

34.4 Contractor herein certifies and agrees, and will re-certify upon County request no more frequently than once per year, that it will deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, except to the extent necessary to comply with applicable Federal and State anti-discrimination laws and regulations.

34.5 Contractor herein certifies, and will re-certify upon County request no more frequently than once per year, that it, its affiliates, subsidiaries and holding companies are in compliance with all Federal, State, and local laws including, but not limited to:

- (1) Title VII, Civil Rights Act of 1964;
- (2) Section 504, Rehabilitation Act of 1973;
- (3) Age Discrimination Act of 1975;
- (4) Title IX, Education Amendments of 1973, as applicable; and
- (5) Title 43, Part 17, Code of Federal Regulations, Subparts A & B,

and that no person shall, on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age, or disability, be subject to discrimination as to any privileges or uses gained under this Agreement or under any project, program or activity supported by this Agreement.

- 34.6 Contractor shall allow County representatives access to Contractor’s employment records during regular business hours to verify compliance with the provisions of this Paragraph 34 when so requested by County.
- 34.7 If County finds that any of the provisions of this Paragraph 34 have been violated, such violation shall, at the election of County, constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement at County’s option, either for material breach under Paragraph 20 (Termination for Default) of this Agreement or for convenience under Paragraph 21 (Termination for Convenience) of this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this 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 shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.
- 34.8 The parties agree that in the event Contractor is found to have violated the anti-discrimination provisions of this Agreement, and that such discrimination was directly associated with the performance of services provided under this Agreement, County may require, pursuant to Los Angeles County Code Section 4.32.010 (E), that Contractor pay the sum of Five hundred Dollars (\$500) for each such violation, in lieu of termination or suspension hereof, as liquidated damages are extremely difficult to ascertain or calculate precisely. In the alternative, County may elect to terminate this Agreement pursuant to Paragraph 20 (Termination for Default).

35. RESTRICTIONS ON LOBBYING

35.1 FEDERAL FUNDS PROJECTS

If any Federal funds are to be used to pay for any portion of Contractor’s Work under this Agreement, County shall notify Contractor in writing in advance of such payment and Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all applicable certification and disclosure requirements.

35.2 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 County’s 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 this Agreement, upon which County may immediately terminate or suspend this Agreement at County’s option, either for material breach under Paragraph 20 (Termination for Default) of this Agreement or for convenience under Paragraph 21 (Termination for Convenience) of this Agreement.

36. EMPLOYMENT ELIGIBILITY VERIFICATION

- 36.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others and that all its employees performing Services under this Agreement meet the citizenship or alien status requirements contained in Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603).
- 36.2 Contractor shall obtain from all employees performing under this Agreement 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 such documentation for the period prescribed by law.
- 36.3 Contractor shall indemnify, defend, and hold harmless County, Participating Agencies and their officers, employees, agents and volunteers 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, 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 under this Agreement.

37. CONTRACT HIRING

37.1 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS

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

37.2 CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give consideration for any such employment openings to participants in the County’s Department of Public Social Services’ Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor’s minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, Contractor shall give County employees first priority.

37.3 PROHIBITION AGAINST INDUCEMENT AND 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. Notwithstanding the foregoing, such prohibition shall not apply to any hiring action initiated through a public announcement.

38. **FEDERAL EARNED INCOME CREDIT**

If required by applicable law, 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.

39. **CONTRACTOR RESPONSIBILITY AND DEBARMENT**

39.1 RESPONSIBLE CONTRACTOR

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

39.2 CHAPTER 2.202

Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles Code, if County acquires information concerning the performance of Contractor on this Agreement or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing Work on, County agreements for a specified period of time, which generally will not exceed five (5) years, although may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing agreements Contractor may have with County.

39.3 NON-RESPONSIBLE CONTRACTOR

County may debar Contractor if County’s Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (i) violated any term of a contract with County or a nonprofit corporation created by County; (ii) committed any 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; (iii) committed an act or offense which indicates a lack of business integrity or business honesty; or (iv) made or submitted a false claim against County or any other public entity.

39.4 CONTRACTOR HEARING BOARD

39.4.1 If there is evidence that Contractor may be subject to debarment, County’s Project Director, or his/her designee, 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 County’s Contractor Hearing Board.

- 39.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor’s representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will 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, County’s Project Director, or his/her designee, and County’s departments shall be provided with an opportunity to object to the tentative proposed decision prior to its presentation to County’s Board of Supervisors.
- 39.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to County’s 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.
- 39.4.4 If Contractor has been debarred for a period longer than five (5) years, then 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 such Contractor has adequately demonstrated one or more of the following: (i) elimination of the grounds for which the debarment was imposed; (ii) a bona fide change in ownership or management; (iii) material evidence discovered after debarment was imposed; or (iv) any other reason that is in the best interests of County.
- 39.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (i) the requesting contractor has been debarred for a period longer than five (5) years, (ii) the debarment has been in effect for at least five (5) years and (iii) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 39.4.6 The Contractor Hearing Board’s proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to County’s Board of Supervisors. County’s Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

39.5 SUBCONTRACTORS OF CONTRACTOR

The terms and procedures of this Paragraph 39 shall also apply to subcontractors, consultants and partners of Contractor performing Work under this Agreement.

40. FEDERAL ACCESS TO RECORDS

If, and to the extent that Section 1861(v)(1)(I) of the Social Security Act (42 United States Code Section 1395x(v)(1)(i) is applicable, Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of

Health and Human Services or the Comptroller General of the United States or to any of their authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services described in 42 United States Code Section 1395 through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

41. REQUIRED CERTIFICATIONS

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

42. NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of this 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 this Agreement, except that this provision shall not be construed to diminish Contractor’s indemnification obligations hereunder.

43. CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER

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 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 or subcontractors’ employees and 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.

44. WARRANTY AGAINST CONTINGENT FEES

- 44.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this 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.
- 44.2 For breach of this warranty, County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the fees owed, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

45. SAFELY SURRENDERED BABY LAW

45.1 NOTICE

As required by applicable law, Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrender Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at <http://babysafela.org> for printing purposes.

45.2 ACKNOWLEDGMENT OF COMMITMENT

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.

46. COMPLIANCE WITH COUNTY’S JURY SERVICE PROGRAM

46.1 JURY SERVICE PROGRAM

This Agreement is subject to the provisions of County’s ordinance entitled Contractor Employee Jury Service Program (hereinafter “Jury Service Program” or “Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code (hereinafter “County Code”).

46.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

46.2.1 Unless Contractor has demonstrated to County’s satisfaction either that Contractor is not a “Contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees (as defined in Paragraph 46.2.2 below) shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee’s regular pay the fees received for jury service.

46.2.2 For purposes of this Paragraph 46, “Contractor” means a person, partnership, corporation or other entity which has an agreement with County or a subcontract with Contractor and has received or will receive an aggregate sum of \$50,000 or more in any twelve (12) month period under one or more County agreements or subcontracts. “Employee” means any California resident who is a full time employee of Contractor. “Full time” means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a longstanding practice that defines the lesser number of hours as fulltime. Fulltime employees providing short term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered fulltime for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 46. The provisions of this Paragraph 46 shall be inserted into

any such subcontract and a copy of the Jury Service Program shall be attached to the agreement.

46.2.3 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 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 this Agreement and at its sole discretion, that Contractor demonstrate to County’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.

46.2.4 Contractor’s violation of this Paragraph 46 of this Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement with Contractor and/or bar Contractor from the award of future County agreements for a period of time consistent with the seriousness of the breach.

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

47.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County agreements 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.

47.2 As required by County’s Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor’s duty under this Agreement to comply with all applicable provisions of State and Federal law, Contractor warrants that to the best of its knowledge 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 USC Section 653(a)) and California Unemployment Insurance Code Section 1088.5, and shall, implement all lawfully served Wage and Earnings Withholding Orders or County’s Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 47 (Contractor’s Warranty of Adherence to County’s Child Support Compliance Program) shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by County’s Child Support Services Department shall be grounds upon which the Auditor-Controller or County’s Board of Supervisors may terminate this Agreement pursuant to Paragraph 20 (Termination for Default) and pursue debarment of Contractor pursuant to Paragraph 39 (Contractor Responsibility and Debarment).

49. DEFAULTED PROPERTY TAX REDUCTION PROGRAM**49.1 CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

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

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

49.2 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 49.1 (Contractor’s Warranty of Compliance with County’s Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor pursuant to County Code Chapter 2.206.

50. COUNTY AUDIT SETTLEMENTS

50.1 If, at any time during or after the term of this Agreement, representatives of County conduct an audit of Contractor regarding the Work performed under this Agreement, and if such audit reasonably and accurately find that County’s dollar liability for 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 deducted from any amounts due to Contractor from County, as determined by County. If such audit finds County’s dollar liability for such Work is more than payments made by County to Contractor, then the difference shall be repaid to Contractor by cash payment.

51. DISPUTE RESOLUTION PROCEDURE

- 51.1 Contractor and County agree to act immediately to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Paragraph 51 (such provisions shall be collectively referred to as the “Dispute Resolution Procedure”). Time is of the essence in the resolution of disputes.
- 51.2 Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder.
- 51.3 Neither party shall delay or suspend its performance during the Dispute Resolution Procedure.
- 51.4 In the event of any dispute between the parties with respect to this Agreement, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 51.5 In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then the

matter shall be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.

- 51.6 In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to Contractor's chief operating officer or designee, and the Department's chief information officer. These persons shall have ten (10) days to attempt to resolve the dispute.
- 51.7 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 this Agreement and/or its rights and remedies as provided by law.
- 51.8 All disputes utilizing this 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 this Paragraph 51, 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.
- 51.9 Notwithstanding the foregoing, in the event of County's infringement of Contractor's intellectual property rights under the Agreement or violation by either party of the confidentiality obligations hereunder, the violated party shall have the right to seek injunctive relief against the other without waiting for the outcome of the Dispute Resolution Procedure.
- 51.10 Notwithstanding any other provision of this Agreement, County's right to seek injunctive relief to enforce the provisions of Paragraph 18 (Confidentiality and Security) shall not be subject to this 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 County may have against Contractor or County's rights to assert such claims after any such injunctive relief has been obtained.

52. ASSIGNMENT BY COUNTY

This Agreement may be assigned in whole or in part by County, without the further consent of Contractor, to a party which is not a competitor of Contractor and which agrees in writing to perform County's obligations under this Agreement.

53. NEW TECHNOLOGY

Contractor and County acknowledge the probability that the technology of the software and hardware which comprise the System will change and improve during the term of this Agreement. County desires the flexibility to incorporate into the System any new technologies as they may become available. Accordingly, Contractor's Project Manager shall, promptly upon discovery and on a continuing basis, apprise County's Project Director of all new technologies, methodologies and techniques which Contractor considers to be applicable to the System. Specifically, upon County's request, Contractor shall provide, in writing, a description of such new technologies, methodologies and techniques, indicating the advantages and disadvantages of incorporating same into the System, and provide an estimate of the impact such incorporation will have on the performance, scheduling and price of the System. County, at its sole discretion, may request that this Agreement be amended to incorporate the new technologies, methodologies and techniques into the System.

54. NON-DISCRIMINATION IN SERVICES

- 54.1 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 54, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility, 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; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and 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.
- 54.2 Contractor shall ensure that recipients of services under this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap.

55. UNLAWFUL SOLICITATION

Contractor shall inform all of its employees who provide services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees.

56. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to agreements made and to be performed within the State. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California. For claims that are subject to exclusive Federal subject matter jurisdiction, Contractor agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California.

57. WAIVER

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

58. AUTHORIZATION WARRANTY

Contractor and County represent and warrant that the person executing this Agreement or any Amendment thereto, on its behalf is an authorized agent who has actual authority to bind it to

each and every term, condition and obligation of this Agreement, and that all requirements of Contractor and County have been fulfilled to provide such actual authority.

59. VALIDITY AND SEVERABILITY

59.1 VALIDITY

The invalidity of any provision of this Agreement shall not render the other provisions hereof invalid, unenforceable or illegal, unless the essential purposes of this Agreement shall be materially impaired thereby.

59.2 SEVERABILITY

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, if practicable, and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid in its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law. If any provision of this 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.

60. NOTICES

60.1 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: (i) by hand with signed receipt; (ii) by first class registered or certified mail, postage prepaid; or (iii) 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. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, or on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing. Addresses may be changed by either party by giving ten (10) days prior written notice thereof to the other party.

60.2 To County, notices shall be sent to the attention of County’s Project Manager and County’s Project Director at the respective addresses specified in Exhibit E (County Administration).

To Contractor, notices shall be sent to the attention of Contractor’s Project Manager at the address specified in Exhibit F (Contractor Administration), with a copy to Contractor’s Project Director.

60.3 Each party may change the names of the people designated to receive notices pursuant to this Paragraph 60 by giving written notice of the change to the other party, subject to County’s right of approval in accordance with Paragraph 3.2 (Approval of Contractor’s Staff).

61. ARM’S LENGTH NEGOTIATIONS

This Agreement is the product of arm’s length negotiations between Contractor and County, with each party having had the opportunity to receive advice from and representation by independent counsel of its own choosing. As such, the parties agree that this Agreement is to be interpreted fairly as between them and is not to be strictly construed against either as the drafter or otherwise.

62. NON-EXCLUSIVITY

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

63. CAPTIONS AND PARAGRAPH HEADINGS

Captions and paragraph headings used in this Agreement are for convenience only, are not a part of this Agreement, and shall not be used in construing this Agreement. If there is a conflict when referencing a Paragraph in this Agreement, between the Paragraph heading title and its number, the Paragraph heading title shall control.

64. FORCE MAJEURE

Neither party shall be liable for failure to perform under this Agreement, if its failure to perform arises out of, and only, fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, freight embargoes or acts of terrorism, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of the non-performing party.

65. FORMS AND PROCEDURES

All existing forms and procedures used by Contractor in implementation of the provisions of this Agreement are deemed “approved” by County for purposes of this Paragraph 65. Any new forms and procedures which materially affect Contractor’s performance of this Agreement shall be subject to review and approval by County prior to use by Contractor.

66. DAMAGE TO COUNTY FACILITIES, BUILDINGS AND GROUNDS

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

66.2 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 by law or under this Agreement, County may deduct such costs from any amounts due Contractor from County under this Agreement.

67. MINIMUM AGE, LANGUAGE SKILLS AND LEGAL STATUS OF CONTRACTOR PERSONNEL AT FACILITY

Contractor cannot assign employees under the age of eighteen (18) to perform Work under this Agreement. All of Contractor’s employees working at County facilities must be able to communicate in English. Contractor’s employees must be United State citizens or legally present and permitted to work in the United States.

68. NOTICE OF DELAYS

Exception as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five (5) Business Days, give notice thereof, including all relevant information with respect thereto, to the other party.

69. RE-SOLICITATION OF BIDS AND PROPOSALS

- 69.1 Contractor acknowledges that, prior to the expiration or earlier termination of this Agreement, County, in its sole discretion, may exercise its right to invite bids or request proposals for the continued provision of the goods and services delivered or contemplated under this Agreement. County shall make the determination to re-solicit bids or request proposals in accordance with applicable County policies.
- 69.2 Contractor acknowledges that County, in its sole discretion, may enter into an agreement for the future provision of goods and services, based upon the bids 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 or request for proposals by virtue of its present status as Contractor.

70. 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 services provided by Contractor 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/termination of this Agreement shall not constitute a waiver of County’s right to recover such payment from Contractor. The provisions of this Paragraph 70 shall survive the expiration or other termination of this Agreement.

71. ACCESS TO COUNTY FACILITIES

Contractor, its employees and agents, may be granted access to County and Participating Agency facilities, subject to Contractor’s prior notification to County’s Project Manager, for the purpose of executing Contractor’s obligations hereunder. Access to County and Participating Agency facilities shall be restricted to normal business hours, 8:00 a.m. until 5:00 p.m., Pacific Time, Monday through Friday, County observed holidays excepted. Access to County and Participating Agency facilities outside of normal business hours must be approved in writing in advance by County’s Project Manager, which approval will not be unreasonably withheld. Contractor shall have no tenancy, or any other property or other rights, in County and Participating Agency facilities. While present at County and Participating Agency 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 County’s Project Manager.

72. 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 applicable County’s Project Manager at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service in such office space for use only for purposes of this 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.

73. PHYSICAL ALTERATIONS

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

74. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Contractor shall use reasonable efforts to ensure that no employee of Contractor shall perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance which might impair his or her physical or mental performance.

75. RECYCLED PAPER

Consistent with the County’s Board of Supervisors’ policy to reduce the amount of solid waste deposited at the County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in this project

76. TIME OFF FOR VOTING

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

77. COMPLIANCE WITH COUNTY’S ZERO TOLERANCE ON HUMAN TRAFFICKING

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

If Contractor or member of Contractor’s staff is convicted of a human trafficking offense, County shall require that Contractor or member of Contractor’s staff be removed immediately from performing any Work under the Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor’s staff pursuant to this Paragraph 77 shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Agreement.

78. SURVIVAL

In addition to any provisions in this Agreement which specifically state that they shall survive the termination or expiration of the Agreement, the provisions in the following Paragraphs shall also survive the expiration or termination of this Agreement for any reason:

- 5.4 Approval of Work
- 9.5 County’s Right to Withhold Payment
- 10 Ownership and License
- 12 Representations and Warranties
- 13 Indemnification

14 Insurance

15 Intellectual Property Warranty and Indemnification

16 Proprietary Considerations

17 Disclosure of Agreement

18 Confidentiality and Security

24 Effect of Termination

29 Records and Audits

32 Compliance with Applicable Laws

33 Fair Labor Standards

36 Employment Eligibility Verification

40 Federal Access to Records

42 No Third Party Beneficiaries

50 County Audit Settlements

56 Governing Law, Jurisdiction and Venue

59 Validity and Severability

/

/

/

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

**COUNTY OF LOS ANGELES:
SHERIFF’S DEPARTMENT**

By _____
JIM McDONNELL, SHERIFF

CONTRACTOR:

By _____
Signature

Print Name

Title _____

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
CAMMY DUPONT
Principal Deputy County Counsel

EXHIBIT A
STATEMENT OF WORK
FOR
CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

SEE APPENDIX A TO RFP

ATTACHMENT A.1
DELIVERABLE ACCEPTANCE PROCESS
FOR
CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

SEE APPENDIX A, EXHIBIT A TO RFP

ATTACHMENT A.2
SOLUTION REQUIREMENTS
FOR
CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

SEE APPENDIX D, EXHIBIT 16 TO RFP

ATTACHMENT A.3
SYSTEM INTERFACES
FOR
CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

SEE APPENDIX A , EXHIBIT C TO RFP

ATTACHMENT A.4
EQUIPMENT LOCATIONS AND INVENTORY
FOR
CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

SEE APPENDIX A, EXHIBIT D TO RFP

ATTACHMENT A.5
PROJECT CONTROL DOCUMENT
FOR
CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

TO BE DETERMINED

ATTACHMENT A.6
BUSINESS ATTIRE GUIDELINES
FOR
CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

SEE APPENDIX A , EXHIBIT F TO RFP

EXHIBIT B
PRICING SCHEDULE
FOR
CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

TO BE DETERMINED

SCHEDULE B.1
OPTIONAL WORK SCHEDULE
FOR
CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

This Schedule B.1 shall document and track expenditure of all Pool Dollars for Optional Work that may be provided by Contractor during the term of the Contract.

1. OPTIONAL WORK

| Item No. | Description / Type | Request Date | Delivery Date | County Approval Date | Maximum Fixed price |
|-----------------|--|---------------------|----------------------|-----------------------------|----------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | Subtotal (items completed & approved by County) | | | | |

Professional services including those involving in programming modifications and consulting services shall be provided by Contractor to County at the Fixed Hourly Rates not exceeding those specified in Exhibit B (Pricing Schedule), which shall not increase during the term of the Contract.

2. POOL DOLLARS

| Event (Effective Date, Change Notice, Amendment) | Event Date | Adjusted Amount (“+”, “-“) | Remaining Amount |
|---|-------------------|-----------------------------------|-------------------------|
| Effective Date | | | \$ |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

EXHIBIT C
SERVICE LEVEL AGREEMENT
FOR
CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

SEE APPENDIX A , EXHIBIT B TO RFP

SCHEDULE C.1
INFORMATION SECURITY REQUIREMENTS
FOR
CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

SCHEDULE C.1

INFORMATION SECURITY REQUIREMENTS

This Schedule C.1 sets forth information security procedures to be established by Contractor before the effective date of the Agreement and maintained throughout the term of the Contract. These procedures are in addition to the requirements of the Agreement. They present a minimum standard only. However, it is Contractor's sole obligation to: (i) implement appropriate measures to secure its systems and data, including Personal Information, Protected Health Information and County's Confidential Information, against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks. Failure to comply with the minimum standards set forth in this Schedule C.1 will constitute a material, non-curable breach of the Agreement by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Agreement, to immediately terminate the Agreement. Unless specifically defined in this Schedule C.1, capitalized terms shall have the meanings set forth in the Agreement.

1. SECURITY POLICY

Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "**Information Security Policy**"). The Information Security Policy will be communicated to all Contractor personnel in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.

2. PERSONNEL AND CONTRACTOR PROTECTIONS

Contractor shall screen and conduct background checks on all Contractor personnel contacting County's Confidential Information, including Personally Identifiable Information and Protected Health Information, for potential security risks and require all employees and contractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. Contractor shall supply each of its Contractor personnel with appropriate, ongoing training regarding information security procedures, risks, and threats. Contractor shall have an established set of procedures to ensure Contractor personnel promptly report actual and/or suspected breaches of security.

3. REMOVABLE MEDIA

Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by County in writing, Contractor shall institute strict security controls, including encryption of Removable Media (as defined below), to prevent transfer of Personally Identifiable Information and Protected Health Information to any form of Removable Media. For purposes of this Schedule C.1, "**Removable Media**" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

4. STORAGE, TRANSMISSION AND DESTRUCTION OF PROTECTED HEALTH INFORMATION

All Protected Health Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with HIPAA, as amended and supplemented by the HITECH Act. Without limiting the generality of the foregoing, Contractor will encrypt all workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) that store County's Confidential Information (including Protected Health Information) in accordance with Federal Information Processing Standard (FIPS) 140-2. Contractor will encrypt County's Confidential Information transmitted on networks outside of Contractor's control with Secure Socket Layer (SSL or TLS), at a minimum, cipher strength of 128 bit. If County's Confidential Information is no longer required to be retained by Contractor under the Agreement and applicable law, Contractor shall destroy such information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Protected Health Information consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the Protected Health Information cannot be retrieved. Contractor will not store County's Confidential Information (including Protected Health Information) in the cloud or in any other online storage provider.

All mobile devices storing County's Confidential Information (including Protected Health Information) will be managed by a Mobile Device Management system. All workstations/PC's will maintain the latest security patches, and have the latest virus definitions. Virus scans should be run daily and logged.

5. DATA CONTROL; MEDIA DISPOSAL AND SERVICING

Subject to and without limiting the requirements under Section 4 (Storage, Transmission and Destruction of Protected Health Information), Personally Identifiable Information, Protected Health Information, and County's Confidential Information: (i) may only be made available and accessible to those parties explicitly authorized under the Agreement or otherwise expressly approved by County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using appropriate encryption technology as designated or Approved by County in writing; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using encryption technology designated by Contractor and approved by County in writing. The foregoing requirements shall apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor shall ensure all County's Confidential Information, including Personally Identifiable Information and Protected Health Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

6. HARDWARE RETURN

Upon termination or expiration of the Agreement or at any time upon County's request, Contractor shall return all hardware, if any, provided by County containing Personally Identifiable Information, Protected Health Information, or County's Confidential Information to County. The Personally Identifiable Information, Protected Health Information, and County's Confidential Information shall not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by County. In the event the hardware containing County's Confidential Information or Personally Identifiable Information is owned by Contractor or a third party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company or individual who performed the destruction will be sent to a

designated County security representative within fifteen (15) days of termination or expiration of the Agreement or at any time upon County’s request. Contractor’s destruction or erasure of Personal Information and Protected Health Information pursuant to this Section shall be in compliance with industry Best Practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

7. PHYSICAL AND ENVIRONMENTAL SECURITY

Contractor facilities that process Personally Identifiable Information, Protected Health Information, or County’s Confidential Information will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

8. COMMUNICATIONS AND OPERATIONAL MANAGEMENT

Contractor shall: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.

9. ACCESS CONTROL

Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
- c. Applications will include access control to limit user access to information and application system functions; and
- d. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.

10. SECURITY INCIDENT

A “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification or interference with system operations in an information system.

- a. Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.
- b. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.

- c. Contractor will provide a report of all Security Incidents noting the actions taken. This will be provided via a written letter to the County security representative as part of Contractor’s annual audit or as reasonably requested by County. County or its third party designee may, but is not obligated, perform audits and security tests of Contractor’s environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of Personally Identifiable Information, Protected Health Information, and County’s Confidential Information.
- d. County reserves the right to view, upon request, summary results (i.e., the number of high, medium and low vulnerabilities) and related corrective action schedule for which Contractor has undertaken on its behalf to assess Contractor’s own network security. If requested, copies of these summary results and corrective action schedule will be sent to the County security contact.

11. CONTRACTOR SELF AUDIT

As part of Contractor’s annual audit or upon County’s request, Contractor will provide to County a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by Contractor or a third party; and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

Relevant audits conducted by Contractor as of the Effective Date include:

- a. ISO 27001:2013 (Information Security Management) or FDA’s Quality System Regulation, etc. – Contractor-wide. A full recertification is conducted every three (3) years with surveillance audits annually.
 - (i) **External Audit** – Audit conducted by non-Contractor personnel, to assess Contractor’s level of compliance to applicable regulations, standards, and contractual requirements.
 - (ii) **Internal Audit** – Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor’s Quality System (“CQS”) in support of applicable regulations, standards, and requirements.
 - (iii) **Supplier Audit** – Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.
 - (iv) **Detailed findings** – are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above and the ISO certificate is published on Buck Consultants LLC.
- b. SSAE-16 (formerly known as SAS -70 II) – As to the Hosting Services only:
 - (i) Audit spans a full twelve (12) months of operation and is produced annually.
 - (ii) The resulting detailed report is available to County.
 - (iii) Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.

12. SECURITY AUDITS

In addition to the audits described in Section 11 (Contractor Self Audit), during the term of this Agreement, County or its third party designee may annually, or more frequently as agreed in writing by the parties, request a security audit of Contractor’s data center and systems. The audit will take place at a time mutually agreed to by the parties, but in no event on a date more than ninety (90) days from the date of the request by County. County’s request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews evidence of external and internal vulnerability scans, evidence of code reviews, and evidence of system configuration and audit log reviews. County shall pay for all third party costs associated with the audit. It is understood that summary data of the results must be filtered to remove the specific information of other Contractor customers such as IP address, server names, etc.. Contractor shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the County’s regulators shall have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

13. CONFIDENTIALITY

- a. **Confidential Information.** Contractor agrees that all information supplied by its affiliates and agents to the County including, without limitation, (a) any information relating to County’s customers, patients, business partners, or personnel; (b) Personally Identifiable Information (as defined below); and (c) any Protected Health Information under The Health Insurance Portability and Accountability Act of 1996 (HIPAA) and The Health Information Technology for Economic and Public Health Act (HITECH), will be deemed confidential and proprietary to the County, regardless of whether such information was disclosed intentionally or unintentionally or marked as “confidential” or “proprietary” (“Confidential Information”). To be deemed “Confidential Information”, trade secrets and mask works must be plainly and prominently marked with restrictive legends.
- b. **County Data.** All of County’s Confidential Information, data, records and information of County to which Contractor has access, or otherwise provided to Contractor under this Agreement (“County Data”), shall be and remain the property of County and County shall retain exclusive rights and ownership thereto. The County Data shall not be used by Contractor for any purpose other than as required under this Agreement, nor shall such data or any part of such data be disclosed, sold, assigned, leased or otherwise disposed of to third parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.
- c. **Non-Exclusive Equitable Remedy.** Subject to the limitations and other applicable provisions set forth in the Agreement, Contractor acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may result in irreparable harm to County, and therefore, that upon any such breach or any threat thereof, County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity. Any breach of this Section 13 (Confidentiality) shall constitute a material breach of this Agreement and be

grounds for immediate termination of this Agreement in the exclusive discretion of the County.

- d. **Personally Identifiable Information.** “Personally Identifiable Information” shall mean any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all “nonpublic personal information,” as defined under the Gramm-Leach-Bliley Act (15 United States Code (“U.S.C.”) §6801 et seq.), Protected Health Information, and “Personally Identifiable Information” as that term is defined in EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data.
- i. **Personally Identifiable Information.** In connection with this Agreement and performance of the services, Contractor may be provided or obtain, from County or otherwise, Personally Identifiable Information pertaining to County’s current and prospective personnel, directors and officers, agents, investors, patients, and customers and may need to process such Personally Identifiable Information and/or transfer it, all subject to the restrictions set forth in this Agreement and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the services.
- ii. **Treatment of Personally Identifiable Information.** Without limiting any other warranty or obligations specified in this Agreement, and in particular the Confidentiality provisions of the Agreement, during the term of this Agreement and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any Personally Identifiable Information in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any Personally Identifiable Information to any third party, except as expressly required to perform its obligations in this Agreement or as Contractor may be expressly directed in advance in writing by County. Contractor represents and warrants that Contractor will use and process Personally Identifiable Information only in compliance with (a) this Agreement, (b) County’s then current privacy policy, and (c) all applicable local, state, and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection).
- iii. **Retention of Personally Identifiable Information.** Contractor will not retain any Personally Identifiable Information for any period longer than necessary for Contractor to fulfill its obligations under this Agreement. As soon as Contractor no longer needs to retain such Personally Identifiable Information in order to perform its duties under this Agreement, Contractor will promptly return or destroy or erase all originals and copies of such Personally Identifiable Information.
- e. **Return of Confidential Information.** On County’s written request or upon expiration or termination of this Agreement for any reason, Contractor will promptly: (a) return or destroy, at County’s option, all originals and copies of all documents and materials it has received containing County’s Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with

the terms of this Agreement; and (c) deliver or destroy, at County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection 13(a), and provide a notarized written statement to County certifying that all documents and materials referred to in Subsections 13(a) and (b) have been delivered to County or destroyed, as requested by County. On termination or expiration of this Agreement, County shall return or destroy all Contractor's Confidential Information (excluding items licensed to County hereunder or that are required for use of the Deliverables and/or the Software), at Contractor's option.

SCHEDULE C.2
COMPLIANCE WITH ENCRYPTION REQUIREMENTS
FOR
CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

SCHEDULE C.2
COMPLIANCE WITH ENCRYPTION REQUIREMENTS

Contractor shall provide information about its encryption practices with respect to Personal Information, Protected Health Information, Medical Information and any other information described in Paragraph 18.3 (Data Encryption) of the Agreement by completing this Schedule C.2. By signing this Schedule C.2, Contractor certifies that it shall be in compliance with the Los Angeles County Board of Supervisors Policy 5.200 (Contractor Protection of Electronic County Information) upon the Effective Date and during the term of the Agreement.

**DOCUMENTATION
AVAILABLE**

| COMPLIANCE QUESTIONS | YES | NO | YES | NO |
|---|-------------------------------------|--------------------------|-------------------------------------|--------------------------|
| 1) Will County data stored on your workstation(s) be encrypted? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2) Will County data stored on your laptop(s) be encrypted? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3) Will County data stored on removable media be encrypted? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4) Will County data be encrypted when transmitted? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5) Will Contractor maintain a copy of any validation/attestation reports generated by its encryption tools? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6) Will County data be stored on remote servers*? <i>*cloud storage, Software-as-a-Service or SaaS</i> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

 Official's Name

 Official's Title

 Official's Signature

SCHEDULE C.3
APPLICATION SECURITY REQUIREMENTS
FOR
CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

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Introduction

Security Requirements Goals and Objectives:

The Application Security Requirements outlines the overall security requirements that need to be addressed for every software application deployed and/or used by the County of Los Angeles. These requirements would apply to all County and externally hosted applications: County developed and third party developed applications.

These requirements include the overall security capabilities needed to support the business processes for County departments and agencies. At a minimum, these requirements will be used to track, test and monitor the overall System’s security capabilities that shall consistently be met throughout the terms of the resultant agreement.

Requests for exceptions to any specific requirements within this requirement must be reviewed by IT Security and approved by the Departmental management. The request should specifically state the scope of the exception along with justification for granting the exception, the potential impact or risk attendant upon granting the exception, and risk mitigation measures to be undertaken by the project. The departmental management will review such requests, confer with the requesting project team and approve as appropriate.

Application Name and Brief Description:

Application Owner Name
Owner Signature

Application

Departmental Information Security Officer (DISO) Name:
Signature

DISO

| Section Number | Security Requirements | Meets RQMTS (Y/N) | Comments/ Indicate Any Compensating Controls if Requirement Not Met |
|----------------|---|-------------------|--|
| 1.0 | Secure Coding | | |
| 1.1 | Comply with the County Application Secure Coding Standard | | |
| 2.0 | Software as a Service (SaaS), if applicable | | |
| 2.1 | Comply with the County SaaS Security and Privacy Standard | | |
| 3.0 | Authentication (Login/Sign-on) | | |
| 3.1 | Authentication mechanism uses password that meets the County Password Security Standard | | |
| 3.2 | Authentication must take place over a secured/encrypted transport protocol (e.g., HTTPS) | | |
| 3.3 | Application login must be integrated with a central department and/or county authentication mechanism (e.g., AD) | | |
| 3.4 | System encrypts passwords before transmission | | |
| 3.5 | Ensure passwords are hashed and salted before storage | | |
| 3.6 | For public facing applications, implement multi-factor authentication for applications with sensitive (e.g., password) and/or confidential information (e.g., PII, PHI) | | |
| 4.0 | Authorization (Permissions) | | |

| | | | |
|------------|---|--|--|
| 4.1 | Users are associated with a well-defined set of roles and privileges | | |
| 4.2 | Users accessing resources hold valid credentials to do so, for example: <ul style="list-style-type: none"> • User interface (UI) only shows navigation to authorized functions • Server side authorization checks for every function • Server side checks do not solely rely on information provided by user | | |
| 4.3 | Role and permission metadata is protected from replay or tampering by using one of the following: <ul style="list-style-type: none"> • Tokens/tickets expires after a single use or after a brief period • Standard authorization/authentication protocol (e.g., SAML, OAuth) | | |
| 5.0 | Configuration Management (Database and Application Configuration Security) | | |
| 5.1 | Database Security: System restricts users from directly accessing the database | | |
| 5.2 | Application Configuration stores (e.g., web.config, httpd.conf) are secured from unauthorized access and tampering (secure file access permissions) | | |
| 5.3 | Application/database connection credentials need to be encrypted in transit and in storage | | |

| | | | |
|-----------------------|---|--------------------------|--|
| 5.4 | Application/database connection and service accounts must comply with least privilege principle (must not be database admin account) | | |
| Section Number | Security Requirements | Meets RQMTS (Y/N) | Comment/ Indicate Any Compensating Controls if Requirements Not Met |
| 6.0 | Data Security | | |
| 6.1 | Sensitive (e.g., password) and/or confidential data (e.g., PII, PHI) at rest and in transit must be in an encrypted format (i.e., Board of Supervisors Policy No.5.200) | | |
| 6.2 | Provide database/file encryption for protection of sensitive data fields while the data is at rest (e.g., stored data) | | |
| 7.0 | Audit logging and reporting | | |
| 7.1 | Application provides audit reports such as configuration, user accounts, roles and privileges | | |

| | | | |
|-----|--|--|--|
| 7.2 | Auditing and logging an event in the system must include, at a minimum: <ul style="list-style-type: none">• Successful and unsuccessful logons to application• Security Configuration changes (add, delete users, change roles/group permissions, etc.)• Sensitive business transaction/functions (e.g., override approvals)• All logged information is handled securely and protected as per its data classification | | |
|-----|--|--|--|

| Section Number | Security Requirements | Meets RQMTS (Y/N) | Comments/ Indicate Any Compensating Controls if Requirements Not Met |
|----------------|--|-------------------|---|
| 7.3 | The event parameters logged must include: <ul style="list-style-type: none"> • User or system account ID • Date/time stamp • IP address • Error/event code and type • Type of transaction • User device or peripheral device involved in transactions • Outcome (success or failure) of the event | | |
| 7.4 | Audit logs must be compliant with the applicable retention schedule and regulatory requirements | | |
| 8.0 | Reference | | |
| 8.1 | County Web Application Secure Coding Standards | | |
| 8.2 | County Password Security Standard | | |
| 8.3 | Database Security Standard | | |
| 8.4 | County Windows Server Baseline Security Standard | | |

SCHEDULE C.4

SOLUTION PERFORMANCE REQUIREMENTS
FOR
CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

NOT ATTACHED

TO BE DISTRIBUTED DURING MANDATORY PROPOSERS' CONFERENCE

EXHIBIT D
CONTRACTOR’S EEO CERTIFICATION
FOR
CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

EXHIBIT D
CONTRACTOR'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

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

CERTIFICATION

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

Signature

Date

Name and Title of Signer (please print)

EXHIBIT E
COUNTY ADMINISTRATION
FOR
CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

To Be Determined

EXHIBIT E
COUNTY'S ADMINISTRATION

COUNTY'S PROJECT DIRECTOR:

NAME:
TITLE:
ADDRESS:
TELEPHONE:
FACSIMILE:
E-MAIL ADDRESS:

COUNTY'S PROJECT MANAGER:

NAME:
TITLE:
ADDRESS:
TELEPHONE:
FACSIMILE:
E-MAIL ADDRESS:

COUNTY'S PROJECT EXECUTIVE:

NAME:
TITLE:
ADDRESS:

TELEPHONE:
E-MAIL ADDRESS:

EXHIBIT F
CONTRACTOR ADMINISTRATION
FOR
CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

TO BE DETERMINED

EXHIBIT F
CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S PROJECT DIRECTOR:

NAME:
TITLE:
ADDRESS:

TELEPHONE:
FACSIMILE:
E-MAIL ADDRESS:

CONTRACTOR'S PROJECT MANAGER:

NAME:
TITLE:
ADDRESS:
TELEPHONE:
FACSIMILE:
E-MAIL ADDRESS:

CONTRACTOR'S PROJECT EXECUTIVE:

NAME:
TITLE:
ADDRESS:
TELEPHONE:
FACSIMILE:
E-MAIL ADDRESS:

EXHIBIT G
ACKNOWLEDGMENT, CONFIDENTIALITY
AND
ASSIGNMENT AGREEMENT
FOR
CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

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

PROJECT NAME _____

CONTRACTOR/EMPLOYER NAME _____

LOS ANGELES COUNTY CONTRACT NAME/NUMBER _____

GENERAL INFORMATION

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

EMPLOYEE STATUS ACKNOWLEDGMENT

2. I understand and agree that the above-referenced Contractor is my sole employer for purposes of the above-referenced Contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work pursuant to the above-referenced Contract.
3. I understand and agree that I am not an employee of County for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from County by virtue of my performance of work under the above-referenced Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County pursuant to any agreement between any person or entity and the County of Los Angeles.
4. I understand and agree that I may be required to undergo a criminal background and security investigation(s). I understand and agree that my continued performance of services under the above-referenced Contract is contingent upon my passing, to the satisfaction of County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of County, any such investigation shall result in my immediate release from performance under this Contract and/or any future contracts.

CONFIDENTIALITY AGREEMENT

5. My work may be concerned with services provided by County, and, therefore I may have access to confidential data and information pertaining to private individuals and/or entities receiving such services and to proprietary information belonging to other organizations doing business with County (hereinafter, in addition to the definition in Paragraph 41 (Confidentiality) of the Contract, "Confidential Information"). County has a legal obligation to keep confidential all such data and information in its possession, especially data and information concerning health, criminal and welfare recipient records. I understand that, by virtue of my involvement in County work, I too must protect the confidentiality of such data and information. I understand that I must sign this agreement to be eligible to perform work for my employer under the County Contract. I have read this agreement and have taken due time to consider it prior to signing.

6. I agree not to disclose to, nor reproduce for the benefit of, any unauthorized person any Confidential Information obtained while performing work under the above-referenced Contract between my employer and County. I agree to forward all requests for disclosure or copying of any such data or information in my possession or care to my immediate supervisor. The parties hereby acknowledge and agree that no obligation of confidentiality applies to residual knowledge learned (such as ideas, concepts know-how or techniques) and experience gained by me as a result of performing the Services. In addition, nothing herein shall prevent me or Contractor from providing to others similar services to the Services, subject to any obligations of confidentiality.
7. I agree to protect from loss and to keep confidential all health, criminal and welfare recipient records and all data, information and materials pertaining to persons and/or entities receiving services from County, design concepts, algorithms, programs, formats, documentation, Contractor's proprietary information, and all other original materials produced, created or provided to or by me under the above-referenced Contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.
8. I agree to report to my immediate supervisor any and all unauthorized disclosures or copying of confidential or proprietary data or information including County's Confidential Information, whether accidental or intentional, and whether by myself and/or by any other person, of which I become aware. I agree to return all such confidential data, information and materials to my immediate supervisor upon completion of the above-referenced Contract, or termination of my employment with my employer, whichever occurs first.

ASSIGNMENT OF PROPRIETARY RIGHTS

As used in this agreement, "Works" means (i) any inventions, trade secrets, ideas, original works of authorship, Confidential Information (as also defined below) that I conceive, develop, discover or make in whole or in part during my employment with Contractor which relates to the Contract, (ii) any inventions, trade secrets, ideas, original works of authorship or Confidential Information (as defined below) that I conceive, develop, discover or make in whole or in part during or after my employment with Contractor which are made through the use of any of Contractor's equipment, facilities, supplies, trade secrets or time, or which result from any work I perform for Contractor, and (iii) any part or aspect of any of the foregoing. In addition to the definition in Paragraph 41 (Confidentiality) of the Contract, "Confidential Information" means all information and material disclosed to or known by me as a consequence of my employment with Contractor and any information disclosed to or developed by me or embodied in or relating to the Works.

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

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

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

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

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

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

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

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

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

SIGNED: _____

DATE: ____/____/____

PRINTED: _____

POSITION: _____

EXHIBIT H
JURY SERVICE ORDINANCE
FOR
CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

SEE APPENDIX G TO RFP

EXHIBIT I
SAFELY SURRENDERED BABY LAW
FOR
CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

SEE APPENDIX J TO RFP

EXHIBIT J
REQUEST FOR PROPOSALS (RFP) 555SH
FOR
CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

TO BE INCORPORATED BY REFERENCE

EXHIBIT K
CONTRACTOR'S PROPOSAL
FOR
CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

To Be Incorporated by Reference

**REQUEST FOR PROPOSALS
FOR
CRIMINAL BOOKING SYSTEM
(CBS) SOLUTION**



**APPENDIX D
REQUIRED FORMS**

JUNE 2018

APPENDIX D
REQUIRED FORMS

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REQUIRED FORMS – EXHIBIT 1
PROPOSER’S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

Please complete, sign and date this form. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

Part A – Proposer’s Organization

1. Is your firm a corporation or limited liability company (LLC)? Yes No
 If yes, complete:
 Legal Name (found in Articles of Incorporation) _____
 State _____ Year Inc. _____

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

3. Is your firm doing business under one or more DBA’s? Yes No
 If yes, complete:

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

4. Is your firm wholly/majority owned by, or a subsidiary of another firm? Yes No
 If yes, complete:
 Name of parent firm: _____
 State of incorporation or registration of parent firm: _____

5. Has your firm done business as other names within last five (5) years? Yes No
 If yes, complete:
 Name _____ Year of Name Change _____
 Name _____ Year of Name Change _____

6. Is your firm involved in any pending acquisition or mergers, including the associated company name?
 Yes No If yes, provide information:

Part B – Proposer’s Compliance with Minimum Mandatory Requirements

Proposer acknowledges and certifies that firm meets and will comply with the Proposer’s Minimum Qualifications as stated in Paragraph 3, of this Request for Proposal, as listed below.

Check the appropriate boxes:

PROPOSER’S MINIMUM QUALIFICATIONS

- Yes** **No** Proposer shall be an established provider of Biometric systems and Solutions which currently are in production use at a minimum of three (3) U.S. public safety/ law enforcement environments.
- Yes** **No** Proposer shall have implemented enterprise Biometric Solutions in at least two (2) public safety/law enforcement environments. An enterprise-wide solution includes central data collection. Successful implementation includes no less than twenty biometric workstations located at minimally ten (10) different physical facilities (e.g., police station, courthouse).
- Yes** **No** Proposer shall have, within the last eight (8) years, at least seven (7) years’ experience providing biometric Solutions and services as outlined in the SOW (Appendix A).
- Yes** **No** Proposer shall have two (2) or more service technicians on staff who are capable of responding to onsite service calls to any equipment location in the County [except Catalina] within four (4) hours of notification by County.

PROPOSER’S SOLUTION MINIMUM REQUIREMENTS

- Yes** **No** Proposer’s Livescan equipment and components shall be FBI-Certified on or prior to July 20, 2018. Proposer must provide FBI certification or FBI letter that certification is approved and forthcoming.
- Yes** **No** Proposer shall provide their FBI certification confirming that their Biometric Solution meets “Profile for 1000ppi Fingerprint Compression” (as specified in the FBI document: <https://www.fbibiospecs.cjis.gov/Document/Get?fileName=J2K1000.pdf>).
- Yes** **No** Proposer’s Livescan equipment and components shall be Cal-DOJ 1000ppi certified for use in California on or prior to July 20, 2018. Proposer must provide Cal-DOJ certification or Cal-DOJ letter that certification is approved and forthcoming.
- Yes** **No** Proposer's equipment and components for fingerprint capture on coroner and Quick ID devices shall be 500ppi certified at minimum by Cal-DOJ, for use in California, on or prior to July 20, 2018. Proposer must provide Cal-DOJ certification or Cal-DOJ letter that certification is approved and forthcoming.

Part C – Certification

I. **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 (Specify) _____ | | | | | | |
|--|--|--------|----------|--------|-------|--------|
| Total Number of Employees (including owners): | | | | | | |
| Race/Ethnic Composition of Firm. 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 | | | | | | |

II. **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 | % | % | % | % | % | % |

III. 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 | Disadvantaged | Disabled Veteran | Expiration Date |
|-------------|----------|-------|---------------|------------------|-----------------|
| | | | | | |
| | | | | | |

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

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

| | | |
|---|--|------------------------------|
| PROPOSER NAME: | | COUNTY WEBVEN NUMBER: |
| ADDRESS: | | |
| PHONE NUMBER: | E-MAIL: | |
| INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER: | CALIFORNIA BUSINESS LICENSE NUMBER: | |
| PROPOSER OFFICIAL NAME AND TITLE (PRINT): | | |
| SIGNATURE | DATE | |

REQUIRED FORMS – EXHIBIT 2
PROSPECTIVE CONTRACTOR REFERENCES

Contractor's Name: _____

List at minimum, two (2) References where the same or similar scope of services were provided in order to meet the Minimum Mandatory Requirements stated in this RFP.

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

REQUIRED FORMS – EXHIBIT 3
PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: _____

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

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

REQUIRED FORMS – EXHIBIT 4
PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name: _____

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

| | | | | |
|------------------------|------------------------|-------------------------|-----------------------------|-----------------------|
| 1. Name of Firm | Address of Firm | Contact Person | Telephone # () | Fax # () |
| Name or Contract No. | | Reason for Termination: | | |
| 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

REQUIRED FORMS – EXHIBIT 6
FAMILIARITY WITH COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

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

Signature: _____ Date: _____

REQUIRED FORMS – EXHIBIT 7

Use this form for County Solicitations **Not** subject to the Federal Restriction

REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal/bid. Businesses may request consideration for one or more preference programs.

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL/BID BE CONSIDERED FOR THE PREFERENCE PROGRAM SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

Request for Local Small Business Enterprise (LSBE) Program Preference

- Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; **or**
- Certified as a LSBE with other certifying agencies under DCBA’s inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State’s Department of General Services requirements; **and**
- Certified as a LSBE by the DCBA.

Request for Social Enterprise (SE) Program Preference

- A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- Certified as a SE business by the DCBA.

Request for Disabled Veterans Business Enterprise (DVBE) Program Preference

- Certified by the State of California, **or**
- Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- Certified as a DVBE with other certifying agencies under DCBA’s inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration; **and**
- Certified as a DVBE by the DCBA.

BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.

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

A copy of the DCBA certification is attached.

| | | | |
|-----------------------------|-----------------|--------------------|-------------|
| Name of Firm | | County Webven No. | |
| Print Name: | | Title: | |
| Signature: | | Date: | |
| | | | |
| Reviewer’s Signature | Approved | Disapproved | Date |
| | | | |

REQUIRED FORMS – EXHIBIT 7
 For County Solicitations subject to the Federal Restriction

REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal/bid. Businesses may request consideration for one or more preference programs.

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL/BID BE CONSIDERED FOR THE PREFERENCE PROGRAM SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

Request for Local Small Business Enterprise (LSBE) Program Preference

- A business which meets the eligibility requirements of a small business as defined by the Small Business Administration and which is registered as a small business on the Federal System for Award Management (SAM) data base; **and**
- Certified as a LSBE by the DCBA.

Request for Social Enterprise (SE) Program Preference

- A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- Certified as a SE business by the DCBA.

Request for Disabled Veterans Business Enterprise (DVBE) Program Preference

- Certified by the State of California, **or**
- Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- Certified as a DVBE with other certifying agencies under to DCBA’s inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration: **and**
- Certified as a DVBE by the DCBA.

BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.

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

- A copy of the DCBA certification is attached.**

| | | | |
|-----------------------------|-------------------|--------------------|-------------|
| Name of Firm | County Webven No. | | |
| Print Name: | Title: | | |
| Signature: | Date: | | |
| | | | |
| Reviewer’s Signature | Approved | Disapproved | 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)

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.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV.

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

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

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

_____ YES (subject to verification by County) _____ NO

B. Proposer is willing to provide DPSS with all job openings and job requirements 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’s Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone No: _____ Fax No: _____

REQUIRED FORMS – EXHIBIT 10

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

The County’s solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the 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
CERTIFICATION OF COMPLIANCE WITH COUNTY’S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

REQUIRED FORMS – EXHIBIT 12
CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Name and Title of Signer (please print)

REQUIRED FORMS – EXHIBIT 13
PROPOSER'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS

Proposer shall provide information about its encryption practices by completing this Exhibit. By submitting this Exhibit, Proposer certifies that it shall be in compliance with the Los Angeles County Board of Supervisors Policy 5.200 (Contractor Protection of Electronic County Information) at the commencement of the Contract and during the term of the Contract that may be awarded as a result of this solicitation.

| COMPLIANCE QUESTIONS | DOCUMENTATION AVAILABLE | | | |
|---|--------------------------------|--------------------------|--------------------------|--------------------------|
| | YES | NO | YES | NO |
| 1) Will County data stored on your workstation(s) be encrypted? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2) Will County data stored on your laptop(s) be encrypted? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3) Will County data stored on removable media be encrypted? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4) Will County data be encrypted when transmitted? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5) Will Proposer maintain a copy of any validation/attestation reports generated by its encryption tools? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6) Will County data be stored on remote servers*? <i>*cloud storage, Software-as-a-Service or SaaS</i> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Proposer Name

Proposer Official Title

Official's Signature

REQUIRED FORMS – EXHIBIT 14
STATEMENT OF WORK CERTIFICATION

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

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

- The Proposer (i) proposes revisions to Appendix A (Statement of Work) to the RFP in accordance with Section 7.7.8 (Terms and Conditions (**Section D**)) of the RFP, while preserving the scope and format of the SOW, which proposed revisions are attached to the Proposer’s Business Proposal in response to this RFP, and (ii) acknowledges and agrees that County may, in its sole discretion, find that such proposed revisions are material enough to deem the proposal non-responsive and not be subject to further evaluation or may deduct points from the Proposer’s evaluation score, as further specified in Section 7.7.8(1) (Statement of Work (**Section D.1**)) of the RFP.

Signature

Date

Name

Title

REQUIRED FORMS – EXHIBIT 15
REQUIRED AGREEMENT CERTIFICATION

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

- The Proposer (i) accepts all terms and conditions specified in Appendix C (Required Agreement) to the RFP including all Exhibits, Attachments and Schedules thereto, as such may be modified by County following the release of the RFP prior to the commencement of the Contract negotiations or execution of the resultant Contract, and (ii) shall not raise any exceptions or objections to the Required Contract, as such may be modified by County, if County elects to negotiate with the Proposer and award the Proposer the resultant Contract.
- The Proposer (i) takes exceptions and proposes revisions to Appendix C (Required Agreement) to the RFP or to any of the Exhibits, Attachments or Schedules attached thereto in accordance with Section 7.7.8 (Terms and Conditions (**Section D**)) of the RFP, which exceptions and proposed revisions are attached to the Proposer’s Business Proposal in response to this RFP, and (ii) acknowledges and agrees that County may, in its sole discretion, find that such exceptions and/or proposed revisions are material enough to deem the proposal non-responsive and not be subject to further evaluation or may deduct points from the Proposer’s evaluation score, as further specified in Section 7.7.8(2) (Required Agreement (**Section D.2**)) of the RFP.

Signature

Date

Name

Title

REQUIRED FORMS – EXHIBIT 16
SOLUTION REQUIREMENTS RESPONSE MATRIX

INSTRUCTIONS

Proposer shall provide responses to each Solution Requirement specified on the Solution Requirements Response form in this Exhibit 16 (Solution Requirements Response Matrix) to Appendix D (Required Forms) to the RFP. Proposers shall follow these instructions for completing the Solution Requirements Response form.

The Solution Requirements Response Matrix represents core capabilities that County expects of the Solution. All capabilities are expected by County to be included in the Solution. Column four (4) request the Proposer to indicate how the Proposer and the proposed Solution will meet the County's Solution Requirements. The four (4) response options are: (B) Meets the Requirement out-of-the-box. No Configuration or Development/Programming/Customization required; (C) Requires only Configuration to meet the Requirement; (D) Requires Development/Programming/ Customization to meet the Requirement; and (X) Does not currently meet the Requirement. PLEASE INDICATE APPLICABLE RESPONSE.

Proposer is to check the last column "Not Available" if the capability will not be made available as part of the proposed Solution. In the final column "COMMENTS" is where the Proposer will provide a short and concise description of how its Solution is capable/unable/will be able to meet each identified County's Solution Requirement. For any configuration or development, a detailed response is expected, if additional space is necessary, especially when the response requires a diagram, please indicate in the "COMMENTS" column that the response is on a separate sheet. Please be sure to include the number and question with the response on the separate sheet and submit the separate sheets in consecutive order. Further, if a requirement calls for a description of an aspect of the proposed Solution, to the extent applicable, the Proposer shall also incorporate such description into its Business Proposal.

County is aware that some Solution Requirements may be similar, overlap or appear duplicative within the Solution Requirements Response form, as these Requirements are specific to those sections. Please provide a response in each section where such requirement appears. If a Requirement is also included in Appendix B (Minimum Solution Requirements) to the RFP, the Proposer is to clarify how the Proposer shall meet such Requirement by checking the appropriate column.

PLEASE DO NOT ATTEMPT TO MODIFY THIS WORKSHEET. If the Solution Requirements Response Matrix does not meet your formatting style, include the additional information in the COMMENTS section. Again, DO NOT ATTEMPT TO MODIFY THIS WORKSHEET. Sections that have been modified will be treated as non-responsive.

| PROPOSER'S RESPONSE | |
|----------------------------|--|
| B | Meets the Requirement out-of-the-box. No Configuration or Development/Programming/Customization required |
| C | Requires only Configuration to meet the Requirement |
| D | Requires Development/Programming/ Customization to meet the Requirement |
| X | Does not currently meet the Requirement |
| COMMENTS | For each Requirement, identify how this Requirement is met. Provide supporting documentation as appropriate. |

I have read and understand the instructions (Check the box).

REQUIRED FORMS – EXHIBIT 16
SOLUTION REQUIREMENTS RESPONSE

| Legend | |
|---|--|
| M = Mandatory Requirement. Vendor-provided at Final System Acceptance. | O = Optional Requirement. Vendor-provided at Final System Acceptance (except 'X' responses). |
| B = Meets the Requirement out-of-the-box. No Configuration or Development/Programming/Customization required. | D = Requires Development / Programming /Customization to meet the Requirement. Development / Programming/Customization is required when the System / Application cannot be configured to meet the business functional and technical requirements. Development requires programming or significant changes to the underlying database. This can include the Development of new application modules specific for the Requirement, and/or Programming changes to the base application requiring a separate program tree that vendor maintains with new base application releases. Vendor pricing for Requirement is included in the total Solution cost. |
| C = Requires only Configuration to meet the Requirement. Configuration utilizes the table driven or report / screen formatting parameters built into the application itself. The key to Configuration is that when the application is upgraded by the vendor the Configuration parameters are carried forward with the new release and do not need to be reconfigured. | |
| X = Does not currently meet the Requirement | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|---|---|------------|----------------|--|
| <i>1.0 – General Criminal Booking Solution Functions</i> | | | | |
| 1.1 | The Solution SHALL generate, issue and maintain unique transaction numbers, preferably sequential, for each booking or type of transaction (TOT) as defined by County. | M | | |
| 1.2 | The Solution SHALL be capable of reserving a large block of sequential booking numbers obtained from and governed by the County's Automated Justice Information System (AJIS), and issue these unique/sequential booking numbers when requested by User. | M | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|-------|---|-----|---------|---|
| 1.3 | The Solution SHALL be capable of deleting a booking number and its associated data if the booking transaction associated with that booking number is not completed within 30 days and SHALL retain the audit log of the deleted transaction. | M | | |
| 1.4 | The Solution SHALL , throughout all its functionality, recognize and emphasize the AJIS numbering scheme as County’s official booking number. | M | | |
| 1.5 | The Solution SHALL be capable of ingesting, storing and displaying unique booking transaction numbers generated from County’s current Automated Booking System (ABS). | M | | |
| 1.6 | The Solution SHALL provide an XML web service (i.e. GJXDM/NIEM) which allows external systems (i.e., Records Management System (RMS) from a local agency) to request booking numbers from CBS, as illustrated in ‘Booking Number Request Sample Flow Chart’ (Attachment G.2) to the Statement of Work (SOW). | M | | |
| 1.7 | The Solution SHALL be capable of sending data and communicating directly with all interfaces listed in ‘System Interfaces’ (Exhibit C) to the SOW. | M | | |
| 1.8 | The Solution SHALL provide a method of receiving requests for booking numbers with or without a fingerprint. | M | | |
| 1.9 | The Solution SHALL monitor all booking transactions that do not have an accompanying fingerprint, and provide detailed audit reports. | M | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|-------|--|-----|---------|---|
| 1.10 | The Solution SHALL be capable of capturing the Subject's signature at time of booking by utilizing a digital signature pad on the livescan and submitting that signature in the National Institute of Standards and Technology (NIST) file as a Type-8 record. | M | | |
| 1.11 | The Solution SHALL verify the fingerprint captured during the booking number request, is from the same Subject, when the booking record is completed, edited or continued on any Livescan device within the County. | M | | |
| 1.12 | The Solution's Livescan device, excluding Quick-ID devices, SHALL be housed in a ruggedized standup system with adjustable height. Ruggedized means a cabinet-type system that protects monitors, scanners, keyboards, uninterrupted power supply (UPS) and any other component of the system Solution. (Note: Excludes Printers and cameras) | M | | |
| 1.13 | The Solution SHALL allow for fingerprints to be taken at the Livescan device and printed locally, with no booking number issued and no submission made to County, when appropriate, for non-reportable charges at the discretion of the County or reporting agency. | M | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|-------|---|-----|---------|---|
| 1.14 | The Solution SHALL include a complete and valid standards-based record in conformance with the most current FBI Electronic Biometrics Transmission Specification (EBTS) https://www.fbibiospecs.cjis.gov/EBTS/Approved , as well as the more stringent Cal-DOJ specifications (i.e., State charge tables) and County specifications (e.g., 1,000 ppi print capture from scanner, mugshot required for every booking). | M | | |
| 1.15 | The Solution SHALL have edit functionality which allows Users to correct errors and resubmit records. It SHALL permit the opening and editing of erroneous records. Once a record has been edited, it SHALL pass the same validations as would a new record. | M | | |
| 1.16 | The uninterrupted power supply (UPS) software SHALL be capable of sending status emails to the LACRIS Help Desk when power issues arise. | M | | |
| 1.17 | The UPS software SHALL be capable of notifying the User of power issues informing them to save their work and shut down the Livescan device. | M | | |
| 1.18 | The Solution SHALL validate defined data entry fields for compliance, as delineated by County, Cal-DOJ, FBI/Criminal Justice Information Services (CJIS) Division, or other agency specifications. | M | | |
| 1.19 | The Solution SHALL ensure each mandatory field is present before submitting the transaction. Mandatory fields are governed by specifications. | M | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|-------|---|-----|---------|---|
| 1.20 | <p>The Solution SHALL adhere to tabled data entry fields for all data where a tabled dataset is available and provided. Depending on the tabled data entry field, the Solution SHALL:</p> <ul style="list-style-type: none"> • Default the field value, based on the User’s configuration, with the option for User to override. • Provide a look-up table, such as a drop-down field, for the User to select the correct value from, but also allow the User to enter the field manually with predictive table values suggested. | M | | |
| 1.21 | <p>The Solution SHALL be configurable to include additional tables and fields, with or without drop down menus, when required by County to conform to changing business practices.</p> | M | | |
| 1.22 | <p>The Solution SHALL authenticate each booking record when:</p> <ul style="list-style-type: none"> • Passing all the Cal-DOJ NIST and Los Angeles County specific NIST validations; • Bundling the booking record as an EBTS-compliant package consisting of all of the required records and types, then; • Submitting the package via interface to the Multimodal Biometric Identification System (MBIS). | M | | |
| 1.23 | <p>The Solution SHALL provide the capability to convert an existing record, with prints, into any other transaction type submission (e.g., converting an IDN TOT to a CRM/REG/APP/DNS or a CRM to a REG/APP/DNS), as required by the County.</p> | M | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|-------|---|-----|---------|---|
| 1.24 | The Solution SHALL have passive communication capability (i.e. chat window) for the LACRIS Help Desk to communicate with the User. | M | | |
| 1.25 | The Solution SHALL have the ability to import a NIST file and print a copy of the booking slip and finger/palm print cards. | M | | |
| 1.26 | The Solution SHALL store all transaction files for each local Livescan device, of only the transaction files currently retained on that device. Transaction files stored on the local livescan can be printed even if network connectivity to the central server is not available. | M | | |
| 1.27 | The Solution SHALL store transaction files from every Livescan device within the central server (including a backup), for a County-designated duration. | M | | |
| 1.28 | The Solution SHALL be capable of utilizing permission-based context menus for administrative tasks to include, but not be limited to, opening the data directory folder of a highlighted transaction record selected on the inventory screen, deletion of highlighted transaction records, and export of highlighted transaction records to a NIST-compliant file. | M | | |
| 1.29 | The Solution's Livescan PCs SHALL support Microsoft Windows 10 Enterprise Edition, and Windows Server 2010 and above. | M | | |
| 1.30 | The Solution SHALL support Microsoft Windows 10 on all Participating Agency-owned PC workstations. | M | | |
| 1.31 | The Solution SHALL support Microsoft Server Manager Windows 10. | M | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|-------|--|-----|---------|---|
| 1.32 | The Solution SHALL adhere to all Federal and State criminal reporting requirements (i.e., FBI's National Incident-Based Reporting System (NIBRS)). | M | | |
| 1.33 | The Solution's Livescan device and its cameras and printers SHOULD be capable of being remotely accessed, configured, and supported over the County's Virtual Network Computing (VNC) network or similar. | O | | |
| 1.34 | The Solution SHOULD support the following Network protocols: TCP/IP, NTP, Telnet, WiFi, SSH, SMB, FTP, HTTP, HTTPS, POP, SFTP, SSL, TLS, and Web Services, (XML, GJXDM/NIEM and SQL). | O | | |
| 1.35 | The Solution SHOULD automate inventory tracking of all equipment provided by vendor. | O | | |
| 1.36 | The Solution SHOULD allow the User to enter comments and/or table-driven explanation values regarding poor quality or missing image data at the conclusion of the record. | O | | |
| 1.37 | As part of the web service transaction request for booking numbers, the Solution SHOULD be capable of receiving a fingerprint from the Subject being booked prior to the system issuing the booking number. | O | | |
| 1.37 | The Solution SHOULD provide digital signature integration. | O | | |
| 1.38 | The Solution SHOULD display User alerts with consistent functionality and language (i.e., "Are You Sure You Want to Exit? Y/N") | O | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|---|--|-----|---------|---|
| 2.0 – Specifications – User Security and Functionality | | | | |
| 2.1 | The Solution SHALL include a single User log-in for all CBS application modules, including instances when a User performs business functions for one or more Participating Agencies (i.e., LACRIS Help Desk staff). | M | | |
| 2.2 | All components of the Solution SHALL utilize this centralized User security group roles. Explain how your Solution will function in an offline mode where there is no connectivity to the central User database. | M | | |
| 2.3 | The User security group roles SHALL be maintained in the centralized database, with a local copy pushed out to each Livescan device. | M | | |
| 2.4 | The proposed Solution SHALL support two logon protocols, Cal-DOJ Justice Identity Manager (JIM) and Domain OS logon using a County-designated Active Directory Federation Services (ADFS) authentication. | M | | |
| 2.5 | User account information SHALL be stored on the central User database as well as locally on each device that the User has been granted permission to. | M | | |
| 2.6 | The Solution SHALL allow the CBS System Administrator to select which logon protocol each User shall follow. | M | | |
| 2.7 | The Solution SHALL allow Users to be assigned to multiple security groups. | M | | |
| 2.8 | The Solution SHALL apply the highest permission levels of any group that a User belongs to, should that User belong to multiple groups. | M | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|-------|---|-----|---------|---|
| 2.9 | The Solution's security groups and rules SHALL have the capability of decentralized administration. Examples: a lower level Administrator at a local agency cannot create an account equal in security rights to their own. A local Administrator can only affect those Users within their agency. | M | | |
| 2.10 | The Solution SHALL lockdown the Livescan device's OS for general Users but allow full access for Administrators. | M | | |
| 2.11 | The Solution SHALL support automatic User account: <ul style="list-style-type: none"> • Lock-out, after a configurable number of days of inactivity • Unlock after a two-factor authentication, or by a system Administrator | M | | |
| 2.12 | The Solution SHALL control excessive image quality error overrides at the User level, with configurable warning and audit report capabilities. | M | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|---|---|-----|---------|---|
| 2.13 | <p>The Solution SHALL contain the below functionality and provide administrative notifications (local and/or LACRIS Help Desk) by e-mail. Thresholds to be set by Administrators. Notifications to include but not be limited to:</p> <ul style="list-style-type: none"> • User errors • Too many failed login attempts • Too many image quality overrides • Too many match error (from flats or rolls) overrides • User locked out notification • User advised of eminent lockout if errors persist | M | | |
| 2.14 | The Solution's paperless functionality in Section 16.0 below SHOULD have role-based security and audit-tracking. | O | | |
| 3.0 – Specifications – Solution Database | | | | |
| 3.1 | The Solution's database SHALL be configurable to include additional tables and fields, as required by County business processes. | M | | |
| 3.2 | The Solution SHALL be able to receive table updates including validations (i.e., charge codes) and/or accept and utilize tables obtained from an external system or source (i.e., table file in a shared directory used by multiple applications) and immediately apply the new table set and validation rules. | M | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|--|---|-----|---------|---|
| 3.3 | The Solution SHALL keep a database log of all transactions saved and/or submitted via interface. The log will contain, at minimum: <ul style="list-style-type: none"> • Date/time of transmission • Transaction number • Booking number • User actions with timestamps • System actions with timestamps • Name, gender, race and date of birth of the Subject fingerprint. | M | | |
| 3.4 | The Solution's database log SHALL be maintained for a configurable period of time, no less than three (3) years, as specified by County. | M | | |
| 3.5 | The Solution SHOULD have database query functionality and activity logging. | O | | |
| 4.0 – System Software and Functionality | | | | |
| 4.1 | The Solution SHALL include 3 rd party virus protection software as defined by County. (Currently McAfee Enterprise AntiVirus™). | M | | |
| 4.2 | The Solution SHALL support and be capable of e-mail (sending and receiving) messaging. | M | | |
| 4.3 | The Solution SHALL have its own means of communication, such as an email system, to support responses in email format (i.e., Simple Mail Transfer Protocol or SMTP) with attachments in EFT, SRE, plain text, etc. formats | M | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|--|--|-----|---------|---|
| 4.4 | The Solution's PC workstations and servers located at the locations SHALL have McAfee endpoint security software installed and running in the background. LACRIS will provide the McAfee endpoint security software as part of its enterprise site license. | M | | |
| 4.5 | The Solution's PC workstations and servers located at the locations SHOULD have FireEye HX endpoint software installed and running in the background. LACRIS will provide the FireEye HX endpoint software as part of its site license. | O | | |
| 5.0 – Reports – Centralized and Local | | | | |
| 5.1 | The reports SHALL be accessible utilizing the current and two most recent versions of an internet browser, IE, Chrome, Firefox, etc. | M | | |
| 5.2 | All Users SHALL be authenticated prior to accessing the reports. | M | | |
| 5.3 | The Solution SHALL ensure access to available reports is based on User's permissions. | M | | |
| 5.4 | The Solution SHALL provide a list and description of the default reports. | M | | |
| 5.5 | The Solution SHALL provide for ad hoc reporting with all fields available. | M | | |
| 5.6 | The Solution SHALL provide a report building tool, including 10 concurrent software licenses, and necessary training. | M | | |
| 5.7 | The Solution SHALL provide a web-based administration and reporting module. | M | | |
| 5.8 | The Solution SHALL have a three (3) year retention for all booking forms. | M | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|-------|---|-----|---------|---|
| 5.9 | The Solution SHALL restrict data in a report to the User's specific permissions and/or groups that the User has rights to, (i.e., reports containing data only from their Law Enforcement [LE] agency). | M | | |
| 5.10 | The Solution SHOULD remember report parameter settings run previously by that User, or allow a User to save a report design with those parameter settings. | O | | |
| 5.11 | The Solution's report writer SHOULD include, at minimum, the following date parameters: <ul style="list-style-type: none"> • Begin date, or begin date/time • End date, or end date/time • Prior time periods (e.g., prior day, month, quarter, six months, year) | O | | |
| 5.12 | The Solution SHOULD store documents in PDF format with digital signature option. | O | | |
| 5.13 | The Solution SHOULD support robust reporting capabilities to include, but not limited to, granular ad hoc reports, statistics, trend reporting, leaderboard statistics, (i.e., Users at a location generating best print quality), etc. | O | | |
| 5.14 | The Solution SHOULD apply database indexing to generate reports within 1 minute. | O | | |
| 5.15 | The Solution SHOULD export reports containing columnar and statistical data in multiple file formats (e.g., PDF, Excel, Word, CSV, and XML). | O | | |
| 5.16 | When exporting reports in Excel format, the Solution SHOULD provide an Excel worksheet containing only the columnar header titles and | O | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|--------------------------------------|---|-----|---------|---|
| | data, where all page headers and footers are stripped from the resultant worksheet. | | | |
| 6.0 – System Audit Capability | | | | |
| 6.1 | The Solution SHALL provide a visual auditing tool to enhance Administrator’s ability to identify issues with submitted images, both fingerprints and photos. | M | | |
| 6.2 | The Solution’s audited data SHALL be retained for a minimum of three (3) years. | M | | |
| 6.3 | The Solution SHALL allow for external interface transactions to perform complete and partial record sealing and expunging in CBS. (i.e., MBIS can send a notification to CBS, and CBS will seal the record so Users cannot view the booking forms in CBS). | M | | |
| 6.4 | The Solution’s audit tools SHALL allow Administrator to send warning notifications to a User, lock out a User, and restrict a User’s permissions. | M | | |
| 6.5 | The Solution’s audit tools SHOULD be web-based with thumbnail type sized images from submitted records. | O | | |
| 6.6 | The Solution’s audit tools SHOULD allow for reporting function and SHOULD include ability to email PDF (or MHT) files from within the audit tool. | O | | |
| 6.7 | The Solution SHOULD provide a web-based comprehensive auditing module (including visual/image representations with the transactions). | O | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
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| 6.8 | The Solution's audited data SHOULD be capable of being filtered to include the entire system, specific agency, specific site, specific Livescan device, specific User, specific date range, and specific data field changes. | O | | |
| 6.9 | The Solution SHOULD allow the Administrator to navigate the audit data and query/change parameters (i.e., clicking on hyperlinks). | O | | |
| 7.0 – System Dashboard | | | | |
| 7.1 | The Solution SHOULD provide a single scrolling screen, real-time Graphical User Interface (GUI), showing a graphical presentation of the current status (snapshot) and historical trends of the system's key performance indicators to enable instantaneous and informed decisions to be made at a glance. | O | | |
| 7.2 | The dashboard SHOULD be web-based and linked to the Solution's database which allows the information to be constantly updated. | O | | |
| 7.3 | The dashboard SHOULD be capable of filtering by the following attributes: <ul style="list-style-type: none"> • Entire system (all Livescan devices) • Specific agency • Specific site • Date range (e.g., last 24 hours, prior week, prior month) | O | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|---|--|-----|---------|---|
| 7.4 | Dashboard reporting data SHOULD include, but not be limited to: <ul style="list-style-type: none"> • Total number of submitted records • Daily total of submitted records • Hourly trend totals of submitted records • Average record submission times • Average record completion times • Complete system availability indicators • Total number of active Users • Top 10 most used Livescan devices (for LACRIS Help Desk) | O | | |
| 8.0 – Types of Transactions (TOTs) | | | | |
| 8.1 | The Solution SHALL be capable of submitting the following TOTs to the County’s MBIS via interface: <ul style="list-style-type: none"> • All California State TOTs • State and County TOT’s currently used in Los Angeles County, including but not limited to: <ul style="list-style-type: none"> ➤ ID2 ➤ ID4 ➤ Release ➤ Quick-ID ➤ Pre-ID ➤ Local Applicant Submission ➤ Update ➤ Test Record Submission ➤ Registrant ➤ DNS (option 2) | M | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|-------------------------------------|--|-----|---------|---|
| 8.2 | The Solution SHALL be capable of a DNA submission to Cal-DOJ for criminal (CRM) transaction types, as follows: <ul style="list-style-type: none"> • CRM TOT • As a stand-alone transaction • As a converted transaction, modified to a CRM TOT | M | | |
| 8.3 | The Solution SHALL be able to receive, via interface response notifications from external systems (e.g., Cal-DOJ, FBI and MBIS), process the notification within CBS, and print for booking record. | M | | |
| 8.4 | The Solution SHALL be capable of capturing local rapid-DNA submissions by booking subject, where the unique DNA sample's ID number is read via a barcode reader and/or RFID (Radio Frequency ID) reader on the Livescan device. | O | | |
| 9.0 – Quick-ID Functionality | | | | |
| 9.1 | The Quick-ID Solution SHALL include (2) desktop devices in a configuration described in Section 13.0 below, capable of submitting a hand/fingerprint(s) and an iris capture to the MBIS for identification verification, using the QID Type of Transaction (TOT). | M | | |
| 9.2 | The Quick-ID Solution SHALL be able to receive, process, and print response notifications from MBIS. | M | | |
| 9.3 | The Quick-ID Solution SHALL be able to receive, process, and print a booking photo from the County's Digital Mugshot System (DMS) or MBIS, based on the submitted biometric match (e.g. State, FBI or County identifiers). | M | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|-----------------------|---|-----|---------|---|
| 10.0 –Hardware | | | | |
| 10.1 | The Solution equipment hardware SHALL be new (unused) and current model. | M | | |
| 10.2 | The Livescan equipment SHALL be supplied with all components specified in Sections 12, 13 and 14 below, delivered complete and functionally ready to operate. | M | | |
| 10.3 | All equipment SHALL work on standard 120 volt circuit and be Underwriters Laboratory (UL) approved; maximum 20 amps. | M | | |
| 10.4 | The Livescan equipment SHALL include an uninterrupted power supply (UPS) unit and a power conditioner, including surge suppression rated at 25,000 amps, which will provide power to each Livescan device (may exclude camera or printer) for a minimum of 15 minutes. | M | | |
| 10.5 | Each Livescan device SHALL have all the necessary accessories (e.g., power cord, cabling) to make the device fully functional at installation. | M | | |
| 10.6 | The Livescan device and its peripherals SHALL utilize existing sites' current configuration without physical modification to the facilities (i.e. new conduit, moving power, moving light bar, installation of a pedestal). | M | | |
| 10.7 | Each Livescan device SHALL have its own Cisco managed network switch that can be monitored by Sheriff's Data Network (such as model WS-C2960C-8PC-L or agreed upon by Sheriff's Data Network). | M | | |
| 10.8 | The software on the Livescan device SHALL be the same software that CaL-DOJ Certified | M | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|---|---|-----|---------|---|
| 11.0 – Hardware – General Livescan Devices (Quantity: 163) | | | | |
| 11.1 | <p>The Solution SHALL include the following attributes for 163 Livescan Devices:</p> <ul style="list-style-type: none"> • PC • Monitor-24” Touch Screen Flat Panel (maximum) with 12” display height (minimum) • Full-function, QWERTY wired keyboard with a numeric pad, separate function keys, and navigation keys. • Webcam, minimum 2.0 megapixels resolution, either built in the Monitor or wired-type and mounted to the Monitor (for face biometric login authentication) • Wired Optical Mouse • Wired 2D barcode reader • Wired magnetic stripe card reader • Wired Digital Signature Pad • 1000ppi Hand/finger capture scanner(s) • Iris Camera, mounted in clear view (Requirement #18.0) • A locking mechanism to prevent User from manually turning off Livescan device • Foot pedals located on both front corners of the cabinet (to allow User access regardless of left or right print capture positioning) • Casters with locking mechanism <p>Uninterrupted Power Supply and monitoring software (Requirements #s 1.18, 1.19, and 10.4)</p> | M | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|-------|---|-----|---------|---|
| 11.2 | The Solution SHALL include at least (1) one additional method other than foot pedals (e.g., button or switch) to activate scanners. | M | | |
| 11.3 | The Solution's general Livescan device SHALL be housed in a ruggedized cabinet with the following maximum dimensions: <ul style="list-style-type: none"> • 72 inches height (including all peripherals) • 32 inches width • 30 inches depth | M | | |
| 11.4 | The Solution SHOULD include a microphone for Subject's voice capture (<i>if proposer includes Solution functionality in Requirement 25.34</i>). | O | | |
| 11.5 | The Solution's Livescan device SHOULD incorporate flat and roll-type captures into one scanner. | O | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|---|---|-----|---------|---|
| 12.0 – Hardware – Coroner Livescan Devices (Quantity: 2) | | | | |
| 12.1 | <p>The Solution SHALL include the following attributes for 2 Coroner Devices:</p> <ul style="list-style-type: none"> • PC • Monitor-24” Touch Screen Flat Panel (maximum) with 12” display height (minimum) • Full-function, QWERTY wired keyboard with a numeric pad, separate function keys, and navigation keys. • Webcam, minimum 2.0 megapixels resolution, either built in the Monitor or wired-type and mounted to the Monitor (for face biometric login authentication) • Wired Optical Mouse • Wired 2D barcode reader • Wired magnetic stripe card reader • Wired Digital Signature Pad • Minimum 500ppi Hand/finger capture scanner(s) adapted to the Coroner’s unique business need • A locking mechanism to prevent User from manually turning off Livescan device • Foot pedals located on both front corners of the cabinet to allow User access regardless of left or right print capture positioning • Casters with locking mechanism • Uninterrupted Power Supply (Requirements #s 1.18, 1.19, and 10.4) | M | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|-------|--|-----|---------|---|
| 12.2 | Coroner's fingerprint capture equipment SHALL be adapted and configured to Coroner's unique business need. | M | | |
| 12.3 | <p>The Solution's coroner Livescan device SHALL be housed in a ruggedized cabinet with the following maximum dimensions:</p> <ul style="list-style-type: none"> • 72 inches height (including all peripherals) • 32 inches width • 30 inches depth | M | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|---|---|-----|---------|---|
| 13.0 – Hardware – Quick-ID Devices (Quantity: 2) | | | | |
| 13.1 | <p>The Solution’s Quick-ID device SHALL include the following attributes (Quantity 2):</p> <ul style="list-style-type: none"> • PC • Monitor-24” Touch Screen Flat Panel (maximum) with 12” display height (minimum) • Full-function, QWERTY wired keyboard with a numeric pad, separate function keys, and navigation keys. • Webcam, minimum 2.0 megapixels resolution, either built in the Monitor or wired-type and mounted to the Monitor (for face biometric login authentication) • Wired Optical Mouse • Wired 2D barcode reader • Wired Digital Signature Pad • Minimum 500ppi Hand/finger capture scanner(s) • Iris camera (Requirement #18.0) • 1 Wired foot pedal with capture and save capability • Uninterrupted Power Supply (Requirements #s 1.18, 1.19, and 10.4). | M | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|---|---|-----|---------|---|
| 14.0 – Hardware – Central Server Configuration | | | | |
| 14.1 | <p>The Solution’s Central Server Configuration SHALL:</p> <ul style="list-style-type: none"> • Be contained in a Contractor-provided single server rack, with redundant power sources provided by LASD’s data center • Include all the servers and internal networking necessary for the entire CBS Solution functionality, installed in the rack • Have redundant networking capabilities to the Department’s PAC50 Network • Include two communication protocols to the Contractor’s second data center site, as follows: <ul style="list-style-type: none"> a. Contractor-provided direct point-to-point communication line b. VPN connection via the internet (as backup) | | | |
| 15.0 – Printer Functionality | | | | |
| 15.1 | <p>The Solution SHALL be able to print within an agency and to the following network-type printers, including existing agency printers currently on hand (Refer to Section 16.0 for printer requirements).</p> <ul style="list-style-type: none"> • FBI certified laser printer • Color laser printer • Non-FBI certified laser printer • Wristband printer • Paperless printer Solution | M | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|-------|--|-----|---------|---|
| 15.2 | The Solution SHALL have the capability of printing to multiple printers and be configurable at any time by County, to print only those response messages, booking forms, Subject wrist bands, etc. that are requested by each agency or location. | M | | |
| 15.3 | The printers SHALL have the capability of receiving print jobs from multiple Livescan or biometric capture devices. | M | | |
| 15.4 | The Solution SHALL be capable of watermarking any image prior to packaging and submitting through the central server. Watermarking any image is configurable by Administrators based on permissions. | M | | |
| 15.5 | The printers SHOULD have the capability to print a single job simultaneously to multiple printers, configurable by system Administrator. | O | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|---|---|-----|---------|---|
| 16.0 – Printers – Color Laser (Quantity: 144) | | | | |
| 16.1 | <p>The Solution’s color laser printer SHALL have, at minimum, the following attributes:</p> <ul style="list-style-type: none"> • 10/100/1000BaseTX Ethernet and USB 2.0 and/or above connections • Print speed supporting up to 22 ppm or higher • Resolution of 600 by 600 dpi • 40,000 page monthly duty cycle (minimum) • Duplex printing capable, automatic 2-sided <ul style="list-style-type: none"> i) Tray 1: (Multipurpose tray): Custom sizes: 3 x 5 in. to 8.5 x 14 in. (76.2 x 127 mm to 216 x 356 mm); capacity 150 pages minimum ii) Tray 2: (optional) Custom sizes: 5.8 x 8.3 in. to 8.5 x 14 in. (148 x 210 mm to 216 x 356 mm); capacity 500 pages iii) Manual feed function (optional) • Toner capacity yield of at least 6,000 sheet | M | | |
| 17.0 – Paperless Storage/Print Functionality on Demand | | | | |
| 17.1 | <p>The Solution SHALL be capable of storing electronic documents and be accessible through a web service, both within the local law enforcement agency and the central site as a central repository. An agency can select and print any of the electronic documents received by the Solution’s Livescan device assigned to their agency, to any of that agency’s printer(s).</p> | M | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|--|---|-----|---------|---|
| 17.2 | The printerless Solution SHALL be capable of different output formats, including PDF, MHT, TIFF, PNG, and JPEG. It SHALL also support email capability. | M | | |
| 17.3 | The central repository SHALL retain record documents indefinitely or until sealed or expunged. | M | | |
| 17.4 | The document repository on each Livescan device SHALL be retained for as long as the corresponding record is available on that device. | M | | |
| 18.0 – MugShot Camera (Quantity: 139) | | | | |
| 18.1 | The camera SHALL have a minimum of 10 Megapixels and comparable to a 1/4-Type CCD Sensor, or better. | M | | |
| 18.2 | Image quality SHALL meet or exceed the NIST Best Practice Recommendations for the Capture of mugshots http://www.nist.gov/itl/iad/ig/ansi_standard.cfm | M | | |
| 18.3 | The camera SHALL have livescan Solution software-controlled Digital SLR, where the software controls the camera’s zoom, photo capture, and power management. | M | | |
| 18.4 | The Solution SHALL be capable of taking a whole single image and allows the User to manually crop multiple scars, marks and tattoos (SMTs) with a roping type software tool and further allow close cropping using an intuitive software design. | M | | |
| 18.5 | The camera SHALL have auto face-finding capability either through hardware or software Solution. | M | | |
| 18.6 | The Solution SHALL support auto-sizing for front and profile photos with User override capability configured by system Administrator. | M | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|-------|--|-----|---------|---|
| 18.7 | The Solution SHALL support the capturing of up to 99 SMTs per criminal transaction. | M | | |
| 18.8 | The Solution SHALL require the User at the Livescan device to capture SMT photos in instances where a booking record was initiated elsewhere (i.e., agency RMS) indicated that an SMT exists on the Subject. | M | | |
| 18.9 | The User SHALL be able to override the initial descriptions and/or SMT location based on policy (ies) if the record was initially started elsewhere (i.e. agency RMS). | M | | |
| 18.10 | The camera SHALL be capable of feeding an image to, and be controlled from, multiple Livescans. | M | | |
| 18.11 | Mugshot image quality (i.e, Subject’s sizing in photo) at all sites SHALL remain consistent throughout the County, regardless of the Livescan device setup and location, identified in ‘Equipment Locations & Inventory’ (Exhibit D) to the SOW. Most sites utilize a ceiling mounted three (3) point lighting system, as illustrated in ‘Sample Equipment Setup Diagram’ (Attachment G.1) to the SOW. | M | | |
| 18.12 | All mugshot camera installations SHALL be hard-wired and able to utilize existing sites’ footprint without physical modification to the facilities (i.e. new conduit, moving power, moving light bar, installation of a pedestal). Using ‘Sample Equipment Setup Diagram’ (Attachment G.1) to the SOW as the standard location configuration, describe how your mugshot quality component will be integrated at a site. | M | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|---|--|-----|---------|---|
| 18.13 | The camera SHOULD be either an IP camera or Digital SLR camera with pan, tilt and zoom capabilities. | O | | |
| 18.14 | The Solution Administrators SHOULD be able to check mugshot calibration remotely; preferably using VNCTM or similar. | O | | |
| 18.15 | If the camera has video capability it SHOULD support a minimum of 720H x 480W resolution. | O | | |
| 19.0 – Iris Camera (Quantity: 163) | | | | |
| 19.1 | The Iris Type 17 Transaction within the Solution, SHALL conform to the most current “Technical Specifications Document for the Iris Pilot (IP) Project” as specified by the FBI. https://www.fbibiospecs.cjis.gov/Document/Get?fileName=Iris_Pilot_Technical_Specification_DRAFT-v2-6-8.pdf | M | | |
| 19.2 | The Iris camera SHALL be securely attached to the Solution’s cabinet or with a locking device (i.e. security cable) for positioning the camera forward, with vendor-provided interconnection wiring/cabling from CPU to camera | M | | |
| 19.3 | The Iris camera SHALL capture both eyes simultaneously on the first capture, allow individual captures after alerting User when the original capture quality is poor, and/or override if necessary (i.e., artificial eye). | M | | |
| 19.4 | The Solution SHOULD support a web services call to check if a verified suspect’s iris has already been captured. This web service shall be able to query both the local MBIS. If an iris is already on file, the software will automatically bypass the iris capture process. | O | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|----------------------------|--|-----|---------|---|
| 19.5 | The Solution SHOULD display an intuitive GUI to allow the User to override poor quality iris captures with a drop down menu selection tab. | O | | |
| 19.6 | The Solution SHOULD be capable of simultaneously capturing a photo of the Subject's mugshot and iris capture, to positively validate it's the same Subject and provide data integrity. | O | | |
| 19.7 | The Solution SHOULD allow for the full response data from the FBI, via the Cal-DOJ interface, regarding iris searches, to include but not limited to, outstanding wants/warrants and caution & medical codes – this information SHOULD be prominently displayed for operators. | O | | |
| 20.0 – Connectivity | | | | |
| 20.1 | The Solution SHALL support network connectivity of 10Base-T (RJ-45) TCP/IP, UDP, SMTP. | M | | |
| 20.2 | The Solution SHALL have a real-time interface to the County's MBIS using a County network connection. Interfaces include, but are not limited to FTP, SMTP, Web Services, SFTP, etc. | M | | |
| 20.3 | The Solution SHOULD be capable of utilizing Firewire™ or IEEE 1394 connectivity technology. | O | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|---|--|-----|---------|---|
| 21.0 – Fingerprint Images – includes all fingerprint images captured | | | | |
| 21.1 | The Solution SHALL support 1000ppi which is required for all fingerprint images captured in Section 12 above ‘General Livescan Devices,’ including: <ul style="list-style-type: none"> • Individually rolled • 4-Finger flats • Palm print and Writer’s palm (describe optics), including: <ol style="list-style-type: none"> i. Upper / Lower ii. Whole Hand iii. Writer’s Edge | M | | |
| 21.2 | The Solution SHALL support 1000ppi using JPEG 2000 15:1 Compression and is backward compatible to 500 WSQ. | M | | |
| 21.3 | The Solution SHALL be in compliance with “Profile for 1000ppi Fingerprint Compression” Version 1.1 https://www.fbibiospecs.cjis.gov/Document/Get?fileName=J2K1000.pdf | M | | |
| 22.0 – Fingerprint Image Capture | | | | |
| 22.1 | If the Solution optics do not capture the whole palm (with one pass), it SHALL include all images that are applicable to that Solution’s device (rolls, flats, upper palm, lower palm, inter-digital, and writer’s edge). | M | | |
| 22.2 | The Solution SHALL support 4-finger flat to roll comparison (i.e., detection of fingers rolled out of sequence). | M | | |
| 22.3 | The Solution SHALL be within 99.5% match accuracy. | M | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|-------|--|-----|---------|---|
| 22.4 | The Solution SHALL support 4-finger flat to match against all captured flats and alert the User if there is not a match. | M | | |
| 22.5 | The Solution SHALL be configurable to allow the “out of sequence” finger to be saved. | M | | |
| 22.6 | The Solution SHALL provide a side-by-side view of two or more images if the image already exists, with scoring to allow the User to decide which image to save. | M | | |
| 22.7 | The Solution SHALL provide way of annotating the image when a capture cannot occur or is an exception (e.g., scarred, amputation). Annotation can occur either before or after capture. | M | | |
| 22.8 | If the Solution optics do capture the whole palm (with one pass), it SHOULD include all images that are applicable to that Solution’s device (rolls, flats, whole hand, and writer’s edge.) | O | | |
| 22.9 | The Solution SHOULD be capable of a single-pass 8” palm capture. | O | | |
| 22.10 | At the time of capturing the whole hand and/or upper palm, the Solution SHOULD also capture and extract the four (4) finger flat images, in lieu of performing singular flat image capture. | O | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|--|--|-----|---------|---|
| 23.0 – Image Capture Times | | | | |
| 23.1 | The Solution SHALL provide capture times as listed below. Capture timing will be from activation of foot pedal (button, or other type of switch) or if auto capture from acceptance of last image captured until the quality check is done and displayed on screen: <ul style="list-style-type: none"> • Flat single finger - 2 seconds • Rolled images - 3 seconds • Upper Palm - 3 seconds • Lower Palm – 3 seconds | M | | |
| 23.2 | The Solution SHALL provide capture times, as listed below. Capture timing will be from activation of foot pedal (button, or other type of switch) to support upper palm and the four (4) finger flat images, and display on the screen: <ul style="list-style-type: none"> • Upper Palm - 3 seconds • Whole hand - 6 seconds | M | | |
| 24.0 – Fingerprint Image Quality Override | | | | |
| 24.1 | The Solution SHALL check every image capture for quality. | M | | |
| 24.2 | The Solution SHALL allow the User to override and accept what the system determines to be a poor image, and log this action. | M | | |
| 24.3 | The Solution SHALL be configurable to force the User to try and obtain a better quality image by a configurable number of times. | M | | |
| 24.4 | When the User’s statistics drop below a configurable acceptable level, the Solution SHALL restrict the User’s account. | M | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|--|---|-----|---------|---|
| 24.5 | The User's access SHALL be turned off when their statistics fall below a configured acceptable level. | M | | |
| 24.6 | The Solution SHALL allow the User to save the best print of all re-rolled prints. | M | | |
| 24.7 | The Solution SHALL track each User's image quality results. | M | | |
| 24.8 | If the proposed Solution captures the whole palm in a single pass, the system SHOULD check upper palm and lower palm separately for quality. | O | | |
| 25.0 – User and Administrator Calibration Checks | | | | |
| 25.1 | If capture scanners are not self-calibrating, the Solution SHALL allow Users to check and perform a scanner calibration for each attached scanner capture type. This calibration process SHALL not exceed one (1) minute. | M | | |
| 25.2 | If capture scanners are not self-calibrating, the Solution SHALL alert Users to perform scanner calibration by a configurable schedule (i.e., after twenty-five (25) bookings or twenty-one (21) days, whichever is earlier). | M | | |
| 25.3 | The capture scanners SHOULD be self-calibrating, and provide a calibration report, configurable (e.g., amount of bookings or days) by a system Administrator. | O | | |
| 26.0 – General Interface, Network, Hardware, and Software | | | | |
| 26.1 | The Solution SHALL support automatic updates at the device level. | M | | |
| 26.2 | The Solution SHALL be capable of synchronizing with time servers for all devices utilizing Network Time Protocol (NTP.) | M | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|-------|---|-----|---------|---|
| 26.3 | The Solution SHALL display to the User, an intuitive status indicator for designated interfaces on which the Livescan device relies to communicate, indicating their connectivity. | M | | |
| 26.4 | The Solution SHALL still process a transaction when the network and/or AJIS interface is unavailable, and SHALL alert the User (i.e., warning message) advising them when working in an offline mode. | M | | |
| 26.5 | The Solution SHALL allow Users to log into the Livescan devices when the network and/or AJIS interface is unavailable. | M | | |
| 26.6 | The Solution SHALL have software version control and be capable of an automated procedure to ensure that all devices are running the same software, drivers, firmware, module, or other components. | M | | |
| 26.7 | The Solution SHALL have a table version control and be capable of handling more than one version of tables (agency and/or location-specific table values). | M | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|-------|--|-----|---------|---|
| 26.8 | <p>The Solution SHALL be compliant with the most recent version of the following standards:</p> <ul style="list-style-type: none"> • NIST - Types 1, 2, 4, 8, 9, 10, 14, 15, and 17, as well as additional future types within 6 weeks of publication • EBTS • Cal-DOJ NIST • FBI/CJIS • LA County NIST (Attachment G.5) to the SOW • American National Standards Institute/National Institute of Standards and Technology (ANSI/NIST) http://www.nist.gov/itl/iad/ig/ansi_standard.cfm <p>Note: The Solution SHALL remain compliant with the above standards, throughout the term of the Contract, as new versions are published.</p> | M | | |
| 26.9 | <p>The Solution SHALL support custom print formats (e.g., Los Angeles County booking slip, wristbands, medical screening forms, certificate of release, bail deviation form, and additional charge form) shown in ‘Sample Booking Forms’ (Attachment G.3) to the SOW.</p> | M | | |
| 26.10 | <p>The Solution SHALL allow system Administrators to design custom report formats using a 3rd Party Report Writer (i.e., Crystal Reports), and print them based on permissions.</p> | M | | |
| 26.11 | <p>All licenses for any third party software required for this Solution SHALL be included.</p> | M | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|-------|--|-----|---------|---|
| 26.12 | <p>The Solution SHALL save partially completed bookings and allow a User to retrieve and continue the booking process after a Subject's fingerprint identification, from conditions such as:</p> <ul style="list-style-type: none"> • After a local identification with 99.5% match accuracy • After an MBIS identification | M | | |
| 26.13 | <p>The Solution SHALL be capable of retrieving an incomplete booking transaction from a Livescan device than originally started.</p> | M | | |
| 26.14 | <p>The Solution SHALL support the ability to block the editing of a record when the fingerprint identification falls below the 99.5% match threshold.</p> | M | | |
| 26.15 | <p>The Solution SHALL support the ability to allow limited editing without fingerprint identification.</p> | M | | |
| 26.16 | <p>The Solution SHALL support Barcode Scanning and printing (two-dimensional capable) for the following example purposes:</p> <ul style="list-style-type: none"> • To aid in data entry • To initiate a demographic download • To be used with any TOT or function • For wristband printing • All booking documentation • For ID Card | M | | |
| 26.17 | <p>The Solution SHALL support completed booking review on the Livescan device, prior to submission/transmission of booking record.</p> | M | | |
| 26.18 | <p>The Solution SHALL be capable of supporting a touch screen monitor.</p> | M | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|-------|--|-----|---------|---|
| 26.19 | The Solution SHALL be compliant with Global Justice XML Data Dictionary Version 3.0 or most current. | M | | |
| 26.20 | The Solution SHALL support screen lock after configurable number of minutes. | M | | |
| 26.21 | The Solution SHALL support biometric logins with any combination of the following: <ul style="list-style-type: none"> • User’s account credentials (User ID and password) • User’s fingerprint, captured with Livescan’s fingerprint scanner • User’s iris, captured with Livescan’s iris camera • User’s face, captured with Livescan’s webcam | M | | |
| 26.22 | The Solution SHALL be capable of reading a magnetic stripe card (primarily used for a Subject’s Driver’s License). | M | | |
| 26.23 | The Solution SHALL provide advance warning via e-mail notification to the LACRIS Help Desk when the Solution is detecting eminent failure/or system degradation. | M | | |
| 26.24 | The Solution Livescan device SHALL retain the 2,500 most recent transaction records and 100,000 submitted NIST files. | M | | |
| 26.25 | The Solution SHALL support RAID configurations of either RAID 5, RAID 6, RAID 10 or RAID 50 to protect against data loss and system downtime in the event of mechanical failure of one (1) hard drive. | M | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|-------|--|-----|---------|---|
| 26.26 | The Solution SHALL not delete any previous transaction record unless it was successfully transmitted to all designated destinations with ensured delivery and/or by system Administrator. | M | | |
| 26.27 | The Solution SHALL provide a warning to the User when three (3) attempts to send a transaction have failed and/or were unsuccessfully transmitted to all the designated systems; it SHALL also send an e-mail to the system Administrators of the failed submissions. | M | | |
| 26.28 | All of the Solution’s network communications SHALL meet the ‘Sheriff’s Data Network System Security Standards’ to the SOW. | M | | |
| 26.29 | The Solution SHALL encrypt County specified data, including criminal, throughout the Solution. | M | | |
| 26.30 | The Solution SHALL provide a notification/messaging function that allows the LACRIS Help Desk to post priority messages directly to the Livescan devices informing the User of current system issues. (e.g., Cal-DOJ is down, planned system shutdowns, etc.) | M | | |
| 26.31 | <p>The Solution’s notification/messaging function SHOULD appear instantly at each User log-in and include at minimum the following features:</p> <ul style="list-style-type: none"> • 350 characters in length • Four (4) different size fonts • Four (4) different colors • Automatic word wrap • Close message tab | O | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|-------|--|-----|---------|---|
| 26.32 | The Solution SHOULD provide functionality to allow the LACRIS Help Desk staff to select which devices the notification/message is to be displayed (e.g. by agency, location, individually, etc.). | O | | |
| 26.33 | <p>The Solution SHOULD provide a GUI, which includes but is not limited to the following features:</p> <ul style="list-style-type: none"> • Configurable by Administrator based on CBS security groups • Defaults available on screen fields. To be configured by systems Administrators • On screen context sensitive help with video tutorial (which a User can hide and/or disable) • Hot key based • Mouse hover • Predictive-type data table lookups • Launch/Splash screen with leaderboard statistics (e.g., User, ORI [originating agency identifier], agency) | O | | |
| 26.33 | The Solution SHOULD allow a User to forward transaction confirmation messages (for example, a group mailbox that will allow several individuals to monitor and respond.) | O | | |
| 26.34 | The Solution SHOULD be capable of capturing biometric voice recordings in the booking workflow, and submit them to MBIS as part of an identification package. | O | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|--|--|-----|---------|---|
| 26.35 | The Solution SHOULD be capable of bypassing the iris capture booking workflow process, when MBIS and/or the FBI's booking repository verifies that the Subject has an iris capture already on file. | O | | |
| 27.0 – Automated Booking Segment (ABS) Module | | | | |
| 27.1 | The Solution SHALL include a browser-based, web-enabled, data entry module, referred to in this Section as the Automated Booking Segment(ABS) Module (ABSM), accessible from any County-provided computer device with network connectivity on a County-specified secured network | M | | |
| 27.2 | The Solution's ABSM SHALL be fully integrated with the CBS software installed on the Livescan devices, where CBS booking records from either the Livescan device or a web browser, will be: <ul style="list-style-type: none"> • Created, assigning a unique booking number • Retrieved • Edited • Saved • Copied as a new booking record (and new booking number) • Printed (in hardcopy, TIFF, and PDF) | M | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|-------|--|-----|---------|---|
| 27.3 | <p>The Solution’s ABSM SHALL resemble the County’s current Automated Booking System’s workflow and GUI, ‘Sample Booking Forms (Attachment G.3) to the SOW, taking the following into consideration:</p> <ul style="list-style-type: none"> • Login/security protocols • The order of the GUI screens • Screen navigation • The placement of data fields per screen • The field tabbing sequence in a screen • Mandatory fields required in each screen before proceeding to the next screen • Drop-down table values | M | | |

| | | | | |
|------|--|---|--|--|
| 27.4 | <p>The Solution's ABSM SHALL include a Participating Agency-specific tiered electronic approval workflow process, not to exceed 5 levels, as follows:</p> <ul style="list-style-type: none"> • Initiating User completes a booking record consisting of multiple forms, as provided in 'Sample Booking Forms (Attachment G.3) to the SOW, and submits to next level for review/approval • Next level User reviews the booking record and will either: <ul style="list-style-type: none"> i) Edit the record, approve and submit to next level for their approval ii) Reject the record for correction by the initiating User, providing a rejection explanation in an ABS free-text field • Every User in the approval process will have their own work queue, and booking records that have not obtained final level approval shall be displayed with record status • The booking record can be edited and saved (as the most current record) by any level in this workflow process • The booking record shall, at the Agency's discretion for each of their Users, be completely paperless or allow some or all of the record be printed in hardcopy | M | | |
|------|--|---|--|--|

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|-------|--|-----|---------|---|
| | <ul style="list-style-type: none"> • Electronic approvals (in lieu of signatures) are applied to the booking record when User verifies/approves record • Approved booking records are automatically routed to the next level review or final record approval • The above workflow process is configurable in CBS' System Administration module by agency, level approvals, etc. | | | |
| 27.5 | <p>The Solution's ABSM SHALL include data entry fields that mirror the look and workflow of the County Booking Forms, 'Sample Booking Forms (Attachment G.3) to the SOW, requiring:</p> <ul style="list-style-type: none"> • Mandatory data entry fields • Different field types (drop down values, table dictionary driven, date and date/time, radio buttons, free text, etc.), with validation rules • Alike data fields across booking form screens auto-populate, for reducing data entry | M | | |
| 27.6 | <p>The Solution's ABSM SHALL assign and display on each screen both the booking number and unique ABS to CBS transaction number.</p> | M | | |
| 27.7 | <p>The Solution's ABSM SHALL auto-save a partially completed booking record when moving from one screen field to the next and, when required, every thirty (30) seconds within the same field.</p> | M | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|-------|---|-----|---------|---|
| 27.8 | The Solution's ABSM SHALL lock a booking record for a County-defined time period, and allow a System Administrator to unlock the record. | M | | |
| 27.9 | The Solution's ABSM SHALL alert the originating record User, upon returning to the booking record, that the record was updated by another User, identifying the other User. | M | | |
| 27.10 | The Solution's ABSM SHALL as part of the booking process, prompt a User working in the field to attach a Subject's biometric identifier into the booking record. Allow User to override this step once User enters a reason (e.g., Subject has amputations). | M | | |
| 27.11 | The Solution's ABSM SHALL submit a fingerprint capture via the Mobile Gateway interface 'System Interfaces' (Exhibit C) to the SOW, and attach to the booking record for verifying the Subject during the livescan process. | M | | |
| 27.12 | The Solution's ABSM SHALL include navigation tools (e.g., screen tabs, command buttons) for the User to navigate from one data entry screen to another. | M | | |
| 27.13 | The Solution's ABSM SHALL include intuitive touchscreen capabilities for any County-provided computer device that has this technology. | M | | |
| 27.14 | The Solution SHALL be capable of tracking each User who views, edits, or prints specified forms. | M | | |
| 27.15 | The Solution's ABSM SHALL be configurable to include additional tables and fields, with or without drop down menus, when required by County to conform to changing business practices. | M | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|--|--|-----|---------|---|
| 27.16 | The Solution's ABSM SHOULD include a toggling day/night mode that adjust screen(s) for day or night viewing, with automated defaults based on the time of day. | O | | |
| 27.17 | The Solution's ABSM SHOULD alert the originating record User via email whenever their record was updated by another User, with a link to the record. | O | | |
| 28.0 – Records Management System (RMS) and External System Interfaces | | | | |
| 28.1 | The Solution SHALL interface with external systems, as identified and summarized in 'System Interfaces' (Exhibit C) to the SOW. | M | | |
| 28.2 | The Solution SHALL support two-way interfacing to multiple Participating Agency RMSs (multiple interfaces), where updates made in the agency's RMS also updates the booking record in the Livescan device. | M | | |
| 28.3 | The Solution SHALL allow a single Livescan to communicate simultaneously to multiple RMS interfaces (e.g., Site A's Livescan creates a record but submits it to three different RMS interfaces [Sites A, B, and C]). | M | | |
| 28.4 | The Solution SHALL interface with County's AJIS for modifying any allowable fields after the initial booking and fingerprint verification of subject; automatic locking of edit feature after a configurable amount of time and/or events with admin override. This type of modification would deny User to resend NIST file to MBIS without authorization. | M | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|-------|---|-----|---------|---|
| 28.5 | <p>The Solution SHALL permit the installation of the County’s JDIC terminal emulator software on the Livescan device(s), for performing the following functions:</p> <ul style="list-style-type: none"> • Sending and receiving messages • Interfacing with other County systems (CWS, CCHRS, AJIS, DMS, etc.) | M | | |
| 28.6 | <p>The Solution SHALL support JDIC messaging, FTP, SMTP, SQL and XML as these are anticipated to be the primary methods for interface.</p> | M | | |
| 28.7 | <p>The Solution SHALL support standard XML protocols for the local Participating Agencies’ RMS, as follows:</p> <ul style="list-style-type: none"> • GJXDM - the current XML protocol utilized by 20+ agencies • NIEM - the newest and more robust protocol for all replacement RMS connections, as chosen by the Participating Agency • FTP (File Transfer Protocol) | M | | |
| 28.8 | <p>The Solution SHALL be “Single Data Entry.” A booking record may begin on the Livescan device, local RMS, or AJIS.</p> | M | | |
| 28.9 | <p>The Solution SHALL support a query from any Participating Agency’s RMS to CBS’s database via a SQL database view on each Livescan, as well as the central database servers, for importing into the RMS new records and modified records from CBS.</p> | M | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|--|--|-----|---------|---|
| 28.10 | <p>The Solution SHALL handle the functionality above 27.9 in the following formats:</p> <ul style="list-style-type: none"> • Cal-DOJ NIST with and without Type 10, ‘Cal-DOJ NIST’ • Los Angeles County NIST with and without Type 10, ‘County NIST Data Types’ (Attachment G.4) to the SOW | M | | |
| 28.11 | <p>The Solution SHALL support an interface with the County’s consolidated booking system (currently AJIS) using TCP/IP (current), database-stored procedure calls, or web services such as GJXDM/NIEM.</p> | M | | |
| 29.0 – Continuity of Operations | | | | |
| 29.1 | <p>The Solution’s central server functionality for the CBS Production environment SHALL be replicated at a secondary vendor-provided site.</p> | M | | |
| 29.2 | <p>The Solution’s secondary site SHALL be located outside Los Angeles County, for meeting County’s Disaster Recovery provisions.</p> | M | | |
| 29.3 | <p>The Solution’s secondary site SHALL be CJIS compliant and located either in the vendor’s designated Data Center or a CJIS-compliant cloud.</p> | M | | |
| 29.4 | <p>The Solution’s secondary site SHALL be redundant to the Solution’s primary site at LASD’s Data Center for a seamless system failover, in instances when the primary site is down for an extended period of time.</p> | M | | |

| Req # | Requirement | M/O | B/C/D/X | Comments - Detailed discussion of how the proposed Solution meets the Requirement |
|-------|---|-----|---------|---|
| 29.5 | The Solution's secondary site SHALL be load balanced as active/active environments, with the Solution's primary site at LASD's Data Center, for maintaining system performance during heavy Solution use. | M | | |
| 29.6 | The Solution's secondary site SHALL include all hardware, Software licensing, and maintenance (including interfaces, O/S, database, virus scan, report writer and other 3rd party software). | M | | |
| 29.7 | The Solution's secondary site SHALL include, at the vendor's expense, a direct network communication line from LASD's Data Center to the secondary site location. | M | | |
| 29.8 | The solution SHALL support the option to automatically forward all positive identification responses received by a Livescan to Participating Agencies' RMS via web services (e.g. GJXDM/NIEM) and FTP, based on the Participating Agency's RMS capability for updating the RMS record. | M | | |
| 29.9 | The Solution SHALL meet all System Performance measurements specified in the Service Level Agreement's (Exhibit B) System Response Time Matrix table. | M | | |
| 29.10 | The Solution SHOULD include self-monitoring tools (e.g., identifying interfaces that are down, temporary database tables getting full requiring cleansing) and remote diagnostics, for early detection in identifying Solution problems. | O | | |
| 29.11 | The Solution's central repository SHOULD include a redundant data storage and backup. | O | | |

REQUIRED FORMS – EXHIBIT 17
STATEMENT OF WORK RESPONSE FORM

TASK NUMBER: 1

TASK TITLE: Project Planning – Project Control Document (PCD)

TASK NARRATIVE: Each Task to be performed by both the Contractor and the County staff during project implementation and until Final System Acceptance shall be specifically addressed in a Project Control Document (PCD). The PCD shall include the general order in which the Tasks and Subtasks will be performed (some tasks may be conducted in parallel) and the order in which the Deliverables will be produced. Contractor shall develop a PCD, and provide the draft document to County’s Project Manager within two (2) weeks after the last project kick-off meeting (Paragraph 2.3.1), or as agreed-to by the parties. Unless otherwise agreed to by the parties or required by County, the contents of the PCD shall include, at minimum, those identified in the Statement of Work.

PROPOSER’S UNDERSTANDING OF TASK: _____

HOW STATEMENT: _____

| | |
|-----------------------------------|-------------------------------------|
| Assumptions: ■ | |
| Resource Allocations: ■ | Timeline to Completion: ■ |

*ATTACH ADDITIONAL PAGES AS NECESSARY

TASK NUMBER: 2

TASK TITLE: Ongoing Project Management

TASK NARRATIVE: Throughout the Term of the Agreement, under the direction of the County Project Manager, the Contractor shall apply requisite technical and management skills and techniques to assure satisfactory, timely completion of project Tasks and Deliverables, and establish a project control and reporting system which will provide routine and realistic assessments of progress against the approved PCD Detailed Work Plan. Contractor shall manage project activities and resources, and track project status. This shall include those identified in the Statement of Work.

PROPOSER'S UNDERSTANDING OF TASK: _____

HOW STATEMENT: _____

| | |
|-----------------------------------|-------------------------------------|
| Assumptions: ■ | |
| Resource Allocations: ■ | Timeline to Completion: ■ |

*ATTACH ADDITIONAL PAGES AS NECESSARY

TASK NUMBER: 3

TASK TITLE: Requirements Review and Gap Analysis

TASK NARRATIVE: The Contractor shall review the Solution Requirements in conjunction with the County Project Manager and key users and/or stakeholders identified by the County Project Manager. Contractor shall conduct a Gap Analysis to assess the fit between Contractor’s proposed COTS Solution’s baseline functionality and the updated Requirements. This effort requires a detailed functional walkthrough of the Contractor’s proposed COTS Solution based on County’s functional (business) scenarios.

PROPOSER’S UNDERSTANDING OF TASK: _____

HOW STATEMENT: _____

| | |
|-----------------------------------|-------------------------------------|
| Assumptions: ■ | |
| Resource Allocations: ■ | Timeline to Completion: ■ |

*ATTACH ADDITIONAL PAGES AS NECESSARY

TASK NUMBER: 4

TASK TITLE: Infrastructure and Technical Assessment

TASK NARRATIVE: Contractor shall conduct a readiness assessment/review of the technical infrastructure of all County locations (see Exhibit D - Equipment Locations & Inventory) and Attachment G.1 (Sample Equipment Setup Diagram) to the SOW) for the Contractor's proposed Solution.

PROPOSER'S UNDERSTANDING OF TASK: _____

HOW STATEMENT: _____

| | |
|-----------------------------------|-------------------------------------|
| Assumptions: ■ | |
| Resource Allocations: ■ | Timeline to Completion: ■ |

*ATTACH ADDITIONAL PAGES AS NECESSARY

TASK NUMBER: 5

TASK TITLE: Implementation Assessment and Strategies

TASK NARRATIVE: This Task 5 includes the strategies for the Contractor’s Customized Solution implementation and transition to Production, based on the findings of the Infrastructure Readiness Assessment Document and final TAD (Deliverable 4). The implementation strategies shall take into consideration the County’s organizational and project constraints, while addressing the County’s Final Requirements. The Contractor shall submit a draft of each of the implementation strategies below (Paragraphs 2.12.1 through 2.12.4) for County review as they are prepared. This Task 5 culminates with the Contractor’s creation of a comprehensive final Implementation Assessment Document (IAD). The final IAD shall open with an Executive Summary that includes key findings and recommendations, and shall include the strategies and plans identified in the Statement of Work.

PROPOSER’S UNDERSTANDING OF TASK: _____

HOW STATEMENT: _____

Assumptions:

-

Resource Allocations:

-

Timeline to Completion:

-

*ATTACH ADDITIONAL PAGES AS NECESSARY

TASK NUMBER: 6

TASK TITLE: Design Review of Contractor's Customized Solution, Final Design

TASK NARRATIVE: Contractor shall prepare a draft design document that identifies software changes and customizations to the Contractor's proposed Solution, based on the Final Requirements Document (Deliverable 3.2). Once the draft is reviewed and approved by the County Project Manager, Contractor shall conduct multiple feedback sessions on County premises, as determined by the County Project Manager, with key County stakeholders for technical feedback, thus ensuring the accuracy and completeness of the CBS Design Review document.

PROPOSER'S UNDERSTANDING OF TASK: _____

HOW STATEMENT: _____

| | |
|-----------------------------------|-------------------------------------|
| Assumptions: ■ | |
| Resource Allocations: ■ | Timeline to Completion: ■ |

*ATTACH ADDITIONAL PAGES AS NECESSARY

TASK NUMBER: 7

TASK TITLE: Contractors COTS Solution Customization (Development/ Configuration) and Factory Acceptance Test

TASK NARRATIVE: While the County is not responsible for the Customization (configuration and/or development / programming) effort, the County will assist the Contractor in ensuring that the completed Customization effort meets the Final Requirements, as specified in the Contractor's Customized COTS Solution, and the agreed-to Final Design Document (Deliverable 6).

PROPOSER'S UNDERSTANDING OF TASK: _____

HOW STATEMENT: _____

| | |
|-----------------------------------|-------------------------------------|
| Assumptions: ■ | |
| Resource Allocations: ■ | Timeline to Completion: ■ |

*ATTACH ADDITIONAL PAGES AS NECESSARY

TASK NUMBER: 8

TASK TITLE: CBS Solution Installation, Production and System Acceptance Test

TASK NARRATIVE: Upon successful completion of FAT as documented in the final FAT Report (Subparagraph 2.24.4), Contractor shall install the Solution on County premises with Contractor-provided hardware at the central server site, and up to five (5) selected Livescan sites, designated by the County Project Manager. Contractor shall deliver, install, and configure equipment before conducting CBS System Acceptance Test (SAT), for County's approval.

PROPOSER'S UNDERSTANDING OF TASK: _____

HOW STATEMENT: _____

| | |
|-----------------------------------|-------------------------------------|
| Assumptions: ■ | |
| Resource Allocations: ■ | Timeline to Completion: ■ |

*ATTACH ADDITIONAL PAGES AS NECESSARY

TASK NUMBER: 9

TASK TITLE: Solution Documentation

TASK NARRATIVE: Contractor shall draw up and finalize the CBS Solution's documentation as specified in the IAD (Deliverable 5), taking into consideration the documented modifications addressed in the final FAT Report.

PROPOSER'S UNDERSTANDING OF TASK: _____

HOW STATEMENT: _____

| | |
|-----------------------------------|-------------------------------------|
| Assumptions: ■ | |
| Resource Allocations: ■ | Timeline to Completion: ■ |

*ATTACH ADDITIONAL PAGES AS NECESSARY

TASK NUMBER: 10

TASK TITLE: Training

TASK NARRATIVE: Contractor shall prepare a Training Plan, conduct on-site (County's Norwalk offices) train-the-trainer classes, and participate in a select number of training classes to provide feedback to instructors.

PROPOSER'S UNDERSTANDING OF TASK: _____

HOW STATEMENT: _____

| | |
|-----------------------------------|-------------------------------------|
| Assumptions: ■ | |
| Resource Allocations: ■ | Timeline to Completion: ■ |

*ATTACH ADDITIONAL PAGES AS NECESSARY

TASK NUMBER: 11

TASK TITLE: CBS Test Environment

TASK NARRATIVE: Contractor shall establish the Test Environment, load sample data and data dictionaries, and connect Livescan devices and interfaces to the CBS Test Environment.

PROPOSER'S UNDERSTANDING OF TASK: _____

HOW STATEMENT: _____

| | |
|-----------------------------------|-------------------------------------|
| Assumptions: ■ | |
| Resource Allocations: ■ | Timeline to Completion: ■ |

*ATTACH ADDITIONAL PAGES AS NECESSARY

TASK NUMBER: 12

TASK TITLE: Transition to Production

TASK NARRATIVE: Contractor shall perform CBS Solution testing and preparedness, for County's authorization in this last Task prior to System Implementation, assuring that the CBS Solution is certified fully functional and ready for production use. Based on the final Implementation Assessment Document or IAD (Deliverable 5), Contractor shall at minimum conduct the testing identified in the Statement of Work.

PROPOSER'S UNDERSTANDING OF TASK: _____

HOW STATEMENT: _____

| | |
|-----------------------------------|-------------------------------------|
| Assumptions: ■ | |
| Resource Allocations: ■ | Timeline to Completion: ■ |

*ATTACH ADDITIONAL PAGES AS NECESSARY

TASK NUMBER: 13

TASK TITLE: CBS Solution Implementation (Rollout) and Final Acceptance

TASK NARRATIVE: Using the IAD's (Deliverable 5) Transition to Production: Production Cutover Strategy, Contractor and County shall coordinate all the steps required for the CBS Solution's system implementation rollout to the designated Livescan Devices and site locations used during UAT.

PROPOSER'S UNDERSTANDING OF TASK: _____

HOW STATEMENT: _____

| | |
|-----------------------------------|-------------------------------------|
| Assumptions: ■ | |
| Resource Allocations: ■ | Timeline to Completion: ■ |

*ATTACH ADDITIONAL PAGES AS NECESSARY

TASK NUMBER: 14

TASK TITLE: Ongoing Post-Implementation Maintenance and Support

TASK NARRATIVE: Services included as part of the CBS maintenance and support fees are outlined in the Statement of Work.

PROPOSER'S UNDERSTANDING OF TASK: _____

HOW STATEMENT: _____

| | |
|-----------------------------------|-------------------------------------|
| Assumptions: ■ | |
| Resource Allocations: ■ | Timeline to Completion: ■ |

*ATTACH ADDITIONAL PAGES AS NECESSARY

REQUIRED FORMS – EXHIBIT 18
ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

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

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Section 8.54 (Compliance with County’s Zero Tolerance Human Trafficking Policy) of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

| | |
|-------------|--------|
| Print Name: | Title: |
| Signature: | Date: |

REQUIRED FORMS – EXHIBIT 19
COST PROPOSAL FORM

INSTRUCTIONS

The Proposer offers to perform all Work described in the Request for Proposals (RFP) at the fees and prices set forth in this Cost Proposal as provided in this Exhibit 19 (Cost Proposal Form). Unless stated otherwise in the RFP or the resultant Contract, the Proposer's rates and fees shall include any and all administrative, management, labor, supervision, overtime, materials, transportation, taxes, equipment and supplies costs for providing all Work under the Agreement and shall not increase beyond those set forth on this Cost Proposal Form.

Proposers shall provide cost information for all sections of this Cost Proposal Form and sign below in order to be considered for this RFP.

Signature

Date

Name

Title

CBS Cost Proposal

| Line # | Category | Item Description | Quantity | Unit of Measure (UOM) | Proposer's Unit Price | Cost * (Qty x Unit Price) |
|--------|---|--|----------|-----------------------|-----------------------|---------------------------|
| 1 | Equipment at Locations | Livescan Devices (including CBS Solution/3rd party software): | | | | |
| 2 | | General | 163 | EA | \$ - | \$ - |
| 3 | | Coroner | 2 | EA | \$ - | \$ - |
| 4 | | Quick-ID | 2 | EA | \$ - | \$ - |
| 5 | | Mugshot Camera | 139 | EA | \$ - | \$ - |
| 6 | | Iris Camera | 163 | EA | \$ - | \$ - |
| 7 | | Printer / Color | 144 | EA | \$ - | \$ - |
| 9 | | | | | Subtotal | \$ - |
| 10 | Central Server Equipment, Network Communication, Browser-based Software | LASD Data Center (Primary Site) | 1 | LOT | \$ - | \$ - |
| 11 | | Proposer's Secondary Data Center or Cloud (Secondary Site) | 1 | LOT | \$ - | \$ - |
| 12 | | Software for both sites (CBS Solution, O/S, other 3rd Party, Networking) | 1 | LOT | \$ - | \$ - |
| 13 | | Direct Network Connection to the two Data Centers | 1 | YR | \$ - | \$ - |
| 14 | | Automated Booking System Module (ABSM) | 1 | LOT | \$ - | \$ - |
| 15 | | Other 3rd Party (specify) | 1 | LOT | \$ - | \$ - |
| 16 | | | | | Subtotal | \$ - |
| 17 | Browser-based Software | Automated Booking System Module (ABSM) | 1 | LOT | \$ - | \$ - |
| 18 | | Other 3rd Party (specify) | 1 | LOT | \$ - | \$ - |
| 19 | | | | | Subtotal | \$ - |
| 20 | | | | | TOTAL | \$ - |

* Cost - there will be a 15% holdback on all payment points, due upon Final Acceptance

CBS Cost Proposal

| Line # | Category | Item Description | Quantity | Unit of Measure (UOM) | Proposer's Unit Price | Cost * (Qty x Unit Price) | Comments | |
|--------|------------------|--|---|-----------------------|-------------------------|---------------------------|----------|--|
| 2 | SOW Deliverables | Deliverable 1 – Project Control Document | 1 | LOT | \$ - | \$ - | | |
| 3 | | Deliverable 2 – Ongoing Project Management ** | 1 | LOT | Included / Not Billable | \$ - | | |
| 4 | | Deliverable 3.1 – Requirements Review Report | 1 | LOT | \$ - | \$ - | | |
| 5 | | Deliverable 3.2 – Demonstration and Gap Analysis | 1 | LOT | \$ - | \$ - | | |
| 6 | | Deliverable 4 – Infrastructure and Technical Assessment | 1 | LOT | \$ - | \$ - | | |
| 7 | | Deliverable 5 – Implementation Assessment and Strategies | 1 | LOT | \$ - | \$ - | | |
| 8 | | Deliverable 6 - Customized COTS Solution Design Review and Final Design | 1 | LOT | \$ - | \$ - | | |
| 9 | | Deliverable 7.1 – Customization Environment Established | 1 | LOT | \$ - | \$ - | | |
| 10 | | Deliverable 7.2 – Customized COTS Solution Completed | 1 | LOT | \$ - | \$ - | | |
| 11 | | Deliverable 7.3 – Test Script Document Completed | 1 | LOT | \$ - | \$ - | | |
| 12 | | Deliverable 7.4 – Factory Acceptance Test Completed | 1 | LOT | \$ - | \$ - | | |
| 13 | | Deliverable 8.1 – Central Server Primary Site Set Up Completed | 1 | LOT | \$ - | \$ - | | |
| 14 | | Deliverable 8.2 – Livescan Devices Set Up Completed | 1 | LOT | \$ - | \$ - | | |
| 15 | | Deliverable 8.3 – CBS Production Environment Set Up Completed | 1 | LOT | \$ - | \$ - | | |
| 16 | | Deliverable 8.4 – System Acceptance Test Completed | 1 | LOT | \$ - | \$ - | | |
| 17 | | Deliverable 9 – Solution Documentation Completed | 1 | LOT | \$ - | \$ - | | |
| 18 | | Deliverable 10 – Training Completed | 1 | LOT | \$ - | \$ - | | |
| 19 | | Deliverable 11 – CBS Test Environment Completed | 1 | LOT | \$ - | \$ - | | |
| 20 | | Deliverable 12 – Transition to Production Completed | 1 | LOT | \$ - | \$ - | | |
| 21 | | Deliverable 13 – CBS Solution System Implemented and Final System Acceptance Completed | 1 | LOT | \$ - | \$ - | | |
| 22 | | | | | | TOTAL | \$ - | |
| | | | * Cost - there will be a 15% holdback on all, due upon Final Acceptance | | | | | |
| | | ** Ongoing Project Management shall be included in this implementation engagement | | | | | | |

CBS Cost Proposal

| Line # | Category | Item Description | Quantity | Unit of Measure (UOM) | Annual OM&S <u>During Warranty Period</u> | | Annual OM&S <u>After Warranty</u> (For Remainder of Contract Term) | |
|--------|--|---|----------|-----------------------|---|------|---|------|
| | | | | | Unit Price | Cost | Unit Price | Cost |
| 1 | Equipment at Locations | Livescan Devices (including CBS Solution/3rd party software): | | | | | | |
| 2 | | General | 163 | EA | | \$ - | | \$ - |
| 3 | | Coroner | 2 | EA | | \$ - | | \$ - |
| 4 | | Quick-ID | 2 | EA | | \$ - | | \$ - |
| 5 | | Mugshot Camera | 139 | EA | | \$ - | | \$ - |
| 6 | | Iris Camera | 163 | EA | | \$ - | | \$ - |
| 7 | | Printer / Color | 144 | EA | | \$ - | | \$ - |
| 8 | | | | | Subtotal | \$ - | Subtotal | \$ - |
| 9 | Central Server Equipment, Software and Network Communication | LASD Data Center (Primary Site) | 1 | LOT | | \$ - | | \$ - |
| 10 | | Proposer's Secondary Data Center or Cloud (Secondary Site) | 1 | LOT | | \$ - | | \$ - |
| 11 | | Software for both sites (CBS Solution, O/S, other 3rd Party, Networking) | 1 | LOT | | \$ - | | \$ - |
| 12 | | Direct Network Connection to the two Data Centers | 1 | YR | | \$ - | | \$ - |
| 13 | | | | | Subtotal | \$ - | Subtotal | \$ - |
| 14 | Browser-based Software | Automated Booking System Module (ABSM) | 1 | LOT | | \$ - | | \$ - |
| 15 | | Other 3rd Party (specify) | 1 | LOT | | \$ - | | \$ - |
| 16 | | | | | Subtotal | \$ - | Subtotal | \$ - |
| 17 | | | | | TOTAL | \$ - | TOTAL | \$ - |

REQUIRED FORMS – EXHIBIT 20
**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
AND 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 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

REQUIRED FORMS – EXHIBIT 21
NON-DISCLOSURE AGREEMENT
FOR
CBS SOLUTION RFP

1. CONFIDENTIAL INFORMATION

This Non-Disclosure Agreement ("Agreement" or "NDA") relating to the Request for Proposals ("RFP") for Criminal Booking System ("CBS") is required by the County of Los Angeles ("County") to be executed by the undersigned ("Recipient") as a condition to making Exhibit G (Confidential Attachments) to Appendix A (Statement of Work) to the RFP, or any part thereof, available to the Recipient.

For purposes of this Agreement, "Confidential Information" shall mean all attachments to Exhibit G and any related data, information or material, which may be disclosed by or on behalf of the County to the Recipient.

2. NON-DISCLOSURE

The Recipient agrees (i) to hold in confidence all Confidential Information; (ii) not to directly or indirectly reveal, report, publish, reproduce, distribute, transfer or otherwise disclose the Confidential Information for any purpose whatsoever, except to those persons who have executed this Agreement; (iii) to utilize the Confidential Information solely for the limited purpose of participating directly or indirectly in, or otherwise contributing to, the development or review of the RFP prior to its public release; and (iv) to limit any disclosure of the Confidential Information solely to those to whom such disclosure is necessary for contributing to the development or review of the RFP and who have executed this Agreement.

3. REMEDIES

The Recipient understands, acknowledges and agrees that, for any violation of this Agreement, the County may, in its sole discretion and in addition to any other remedies available to it, preclude any person or entity in receipt of any Confidential Information in violation of this Agreement from submitting a proposal or other response to the RFP, whether as a prime contractor, a subcontractor or a member of a proposing team.

By signing below, the Recipient agrees to fully comply and be fully bound by the terms of this Agreement.

Signature

Date

Name

Title

REQUEST FOR PROPOSALS (RFP) TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

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

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

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

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

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

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

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 Proposer: _____

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

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

WE RECOGNIZE. . . .

The importance of small business to the County. . .

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

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

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

WE THEREFORE SHALL:

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

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

<http://doingbusiness.lacounty.gov/DebarmentList.htm>

IRS NOTICE 1015

Latest version is available from IRS website at
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2016)

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 whose wages 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 2016 are less than \$53,505 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 give an employee a Form W-2 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 you give an employee a substitute Form W-2, but it 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, 2017.

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 download copies of the notice at www.irs.gov/formspubs. Or you can go to www.irs.gov/orderforms to order it.

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

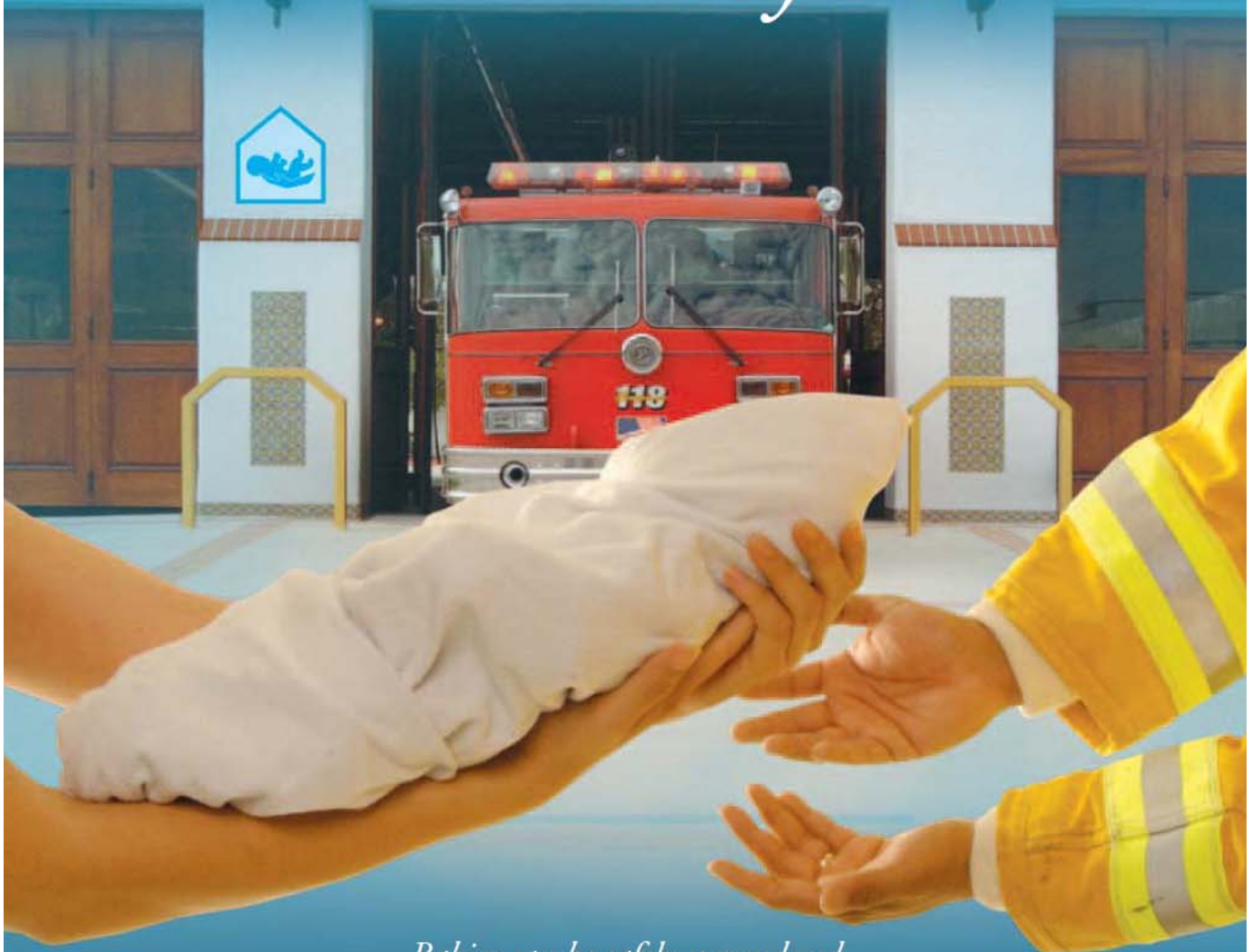
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2016 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2016 and owes no tax but is eligible for a credit of \$800, he or she must file a 2016 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2016)
Cat. No. 205991

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

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

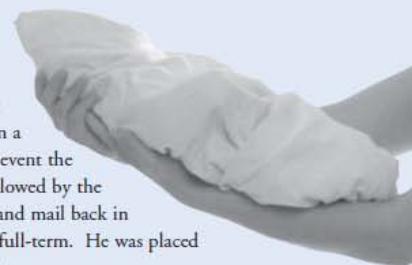
What is the Safely Surrendered Baby Law?

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.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

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.



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.

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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

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

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



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2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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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;

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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.

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- 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.)

Title 2 ADMINISTRATION
 DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
 AND CONTRACTOR DEBARMENT

- 2.202.010 Findings and declaration.**
- 2.202.020 Definitions.**
- 2.202.030 Determination of contractor non-responsibility.**
- 2.202.040 Debarment of contractors.**
- 2.202.050 Pre-emption.**
- 2.202.060 Severability.**

2.202.010 Findings and declarations.

- A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.
- B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the Internal Services Department.

(Ord. 2014-0035 § 1, 2014: Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 - Definitions.

For purposes of this chapter, the following definitions apply:

- A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any of their respective officers, directors, owners, co-owners, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, or vendor who participated in, knew of, or should reasonably have known of conduct that results in a finding of non-responsibility or debarment.
- B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.
- C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."
- D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

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- E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.
- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.
- G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.
- H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract.
(Ord. 2014-0035 § 2, 2014: Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 - Determination of contractor non-responsibility.

- A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.
- B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.
- D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a

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non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.

(Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 - Debarment of contractors.

- A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.
- B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.

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- D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.
- E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:
- (1) The actual or potential harm or impact that results or may result from the wrongdoing.
 - (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
 - (3) Whether there is a pattern or prior history of wrongdoing.
 - (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
 - (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
 - (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
 - (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
 - (8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.
 - (9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.
 - (10) Whether the wrongdoing was pervasive within a contractor's organization.
 - (11) The positions held by the individuals involved in the wrongdoing.

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- (12) Whether a contractor participated in, knew of, or tolerated the offense.
- (13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.
- (14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.
- (15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.
- (16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.
- (17) Other factors that are appropriate to the circumstances of a particular case.

(Ord. 2014-0035 § 4, 2014: Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

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

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- H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the county. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 - Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control.

(Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 - Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby.

(Ord. 2000-0011 § 1 (part), 2000.)

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

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

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

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

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

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

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 19).

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

1. LAWS AFFECTING NONPROFITS

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

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

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

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